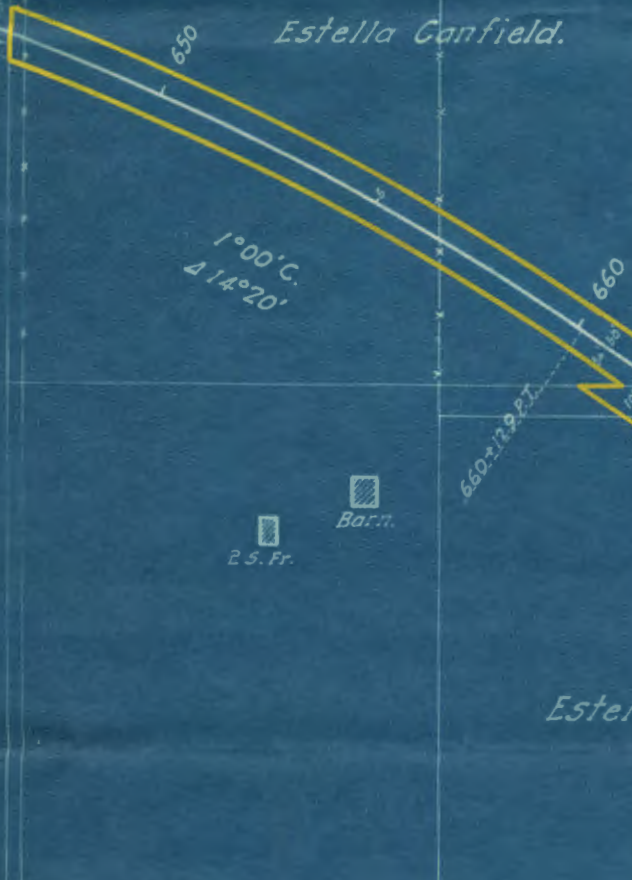




646+40 E. Public Road



1°00' C.
Δ 14°20'

660+129.87

Estella Canfield.

CREEK

CROOKED

677+33

680

E.B. Sc.
Chanute S.

686+90
750.1
687+12

82

Deed No: X-4497.6

KANSAS CORPORATION QUIT-CLAIM DEED
dated March 21, 1977

FROM:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

TO:

MERVIN D. HIGHT AND HELEN JOAN HIGHT

POSTED ON	
G. M. Profile No.	
Station Plan No.	1061-1
Side Track Record	
Valuation Map No.	KCS, K-3, 6
Parcel No.	X-3
Rwm	Date 4/7/82

Kansas Quit-Claim Deed

CORPORATION

This Indenture, Made this 21st day of MARCH A. D., 1977, between

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of MISSOURI, and having its principal place of business at 114 W. 11th St., Kansas City (64105)

in the State of Missouri, of the first part, and MERVIN D. HIGHT and HELEN JOAN HIGHT, husband and wife, as joint tenants with the right of survivorship and not as tenants in common,

of Cherokee County, in the State of Kansas, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of TWO HUNDRED FIFTY and NO/100 (\$250.00)-----DOLLARS, to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim unto the said parties of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Cherokee and State of Kansas, and described as follows, to-wit:

An irregular shaped tract or parcel of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, Township 34 South, Range 24 East, being more particularly described as follows:

The southerly 855 feet of a strip of land conveyed to The Missouri, Oklahoma and Gulf Railroad Company from Mary E. and J. W. Morrison by Warranty Deed dated August 16, 1923 and recorded on October 8, 1923 in Book 101, on Page 554 in Cherokee County, Kansas, as shown in Red on the print attached hereto, Marked "Exhibit 'A'" and made a part hereof.

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By M. J. McElain
Vice President.

Attest: J. C. Keeney, Secretary.

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI
County of JACKSON } ss.

BE IT REMEMBERED, That on this 21st day of March A. D. 19 77, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. F. McCLAIN, Vice President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY a corporation duly organized, incorporated and existing under and by virtue of the laws of MISSOURI and G. E. KELLOGG Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires May 29, 19 79 A. B. Niedermeyer
Notary Public.

Quit-Claim Deed

FROM

TO

Entered in Transfer Record in my office this _____ day of _____ 19____

County Clerk

STATE OF KANSAS, } ss.
County, }

Received for Record on the _____ day of _____ 19____, at _____ o'clock _____ M., and duly Recorded in Book _____ of _____ at Page _____

Register of Deeds.

Fee, \$ _____

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

CERTIFIED RESOLUTION

I, Geraldine D. Dollins, do hereby certify that I am the duly elected and qualified Assistant Secretary of The Kansas City Southern Railway Company, a Missouri corporation, and that as such, I am the keeper of its corporate records and seal; and

I further certify that at a meeting of the Board of Directors of The Kansas City Southern Railway Company held on May 20, 1977, at which a quorum was present and acting throughout, the following resolutions were duly adopted and are currently in full force and effect:

RESOLVED, that the action of M. F. McClain, Vice President of this Company, in executing and delivering, for a total cash consideration of \$250, a deed conveying to Mervin D. Hight and Helen Joan Hight, certain real estate consisting of approximately 3.81 acres, situated in Cherokee County, Kansas, be, and it is hereby, approved, ratified and confirmed; and

RESOLVED FURTHER, that the Trustees under this Company's First Mortgage dated as of October 1, 1945, be, and they are hereby, requested to execute and deliver a proper instrument releasing from the lien of said First Mortgage, said real estate, which, in the judgment of this Board of Directors, is no longer necessary or advantageous for the operation, maintenance or use of the lines of railroad now subject to the lien of said First Mortgage or for use in the business of the Company.

Signed and sealed at Kansas City, Missouri this 26th day of

July, 1977.

(CORPORATE SEAL)

Geraldine D. Dollins
Assistant Secretary

RELEASE DEED

THIS INDENTURE, made as of this 9th day of August, 1977, between Chemical Bank, Successor by Merger to Chemical Bank New York Trust Company, Original Successor by Merger to The New York Trust Company, a corporation duly created and existing under the laws of the State of New York, and Clair Schroeder of Kansas City, Missouri, as Trustee under the Mortgage hereinafter mentioned (hereinafter called "Trustees"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a corporation (hereinafter called "Railway Company");

WITNESSETH:

WHEREAS, the Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, by a Mortgage dated as of the first day of October, 1945, recorded in the Office of Register of Deeds in the ~~County~~ Parish of Cherokee, State of Kansas, in Book 111, at page 1, and by ~~First Supplemental Indenture dated as of the first day of June 1948, recorded in the Office of~~ ~~County~~ ~~Parish~~ ~~of~~ ~~State of~~ ~~in Book~~ ~~at page~~ and by Second Supplemental Indenture dated as of the first day of December 1954, recorded in the Register of Deeds Office of Deeds in the ~~County~~ Parish of Cherokee, State of Kansas, in Book 132, at page 1 to 31, inc. for the consideration therein named, and to secure the payment of the principal and interest of the bonds therein specified, did convey unto the Trustees certain property, of which the property hereinafter described is a part; and

WHEREAS, the Railway Company has requested the Trustees to release from the lien of said Mortgage, First Supplemental Indenture and Second Supplemental Indenture the property hereinafter described in order that the Railway Company may carry out a sale or exchange thereof, and has delivered to the Trustees the papers required by Section 2 of Article XII of said Mortgage;

NOW, THEREFORE, under and by virtue of the authority granted in Article XII of said Mortgage, and in consideration of the premises, the Trustees do hereby release and forever discharge from the lien of said First Mortgage, First Supplemental Indenture and Second Supplemental Indenture, all their right, title and interest, if any, in and to the property situated in the County Cherokee ~~Parish~~ and State of Kansas, described in Exhibit "A" hereto.

This Indenture shall operate only as a release and quitclaim of the property herein specifically described; and as to the remaining property described in said Mortgage and Supplemental Indentures and subject to the lien thereof, said Mortgage shall remain in full force and effect.

The recitals herein are made on behalf of the Railway Company, and the Trustees assume no responsibility therefor.

This Indenture is executed in as many counterparts as desired, each of which shall constitute an original.

IN WITNESS WHEREOF, Chemical Bank, as Trustee, has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and Clair Schroeder, as Trustee, has hereunto set his hand and seal, without covenant or warranties and without recourse against the Trustees in any event, and The Kansas City Southern Railway Company has caused this instrument to be executed by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

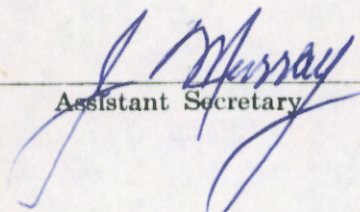
(Corporate Seal)

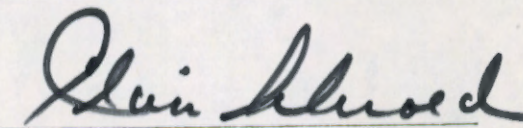
CHEMICAL BANK, as Trustee

ATTEST:

By

TRUST OFFICER


Assistant Secretary


Clair Schroeder, as Trustee

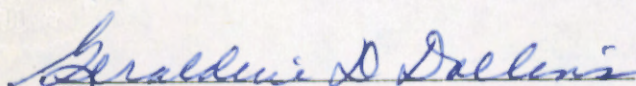
(Corporate Seal)

ATTEST:

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY

By

Senior Vice President


Assistant Secretary

An irregular shaped tract or parcel of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, Township 34 South, Range 24 East, being more particularly described as follows:

The southerly 855 feet of a strip of land conveyed to The Missouri, Oklahoma and Gulf Railroad Company from Mary E. and J. W. Morrison by Warranty Deed dated August 16, 1923 and recorded on October 8, 1923 in Book 101, on Page 554 in Cherokee County, Kansas.

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on the 5th day of August, 1977, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared G. E. Kellogg, to me personally known who being by me duly sworn, did depose and say that he resides in Leawood, Kansas, that he is Senior Vice President of The Kansas City Southern Railway Company, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said seal was so affixed by authority of the Board of Directors of said corporation, that he signed his name thereto by like order, and said G. E. Kellogg acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said G. E. Kellogg is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said G. E. Kellogg acknowledged himself to be Senior Vice President of The Kansas City Southern Railway Company, a corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Vice President; and I do further certify that the said G. E. Kellogg is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Vice Presidents and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth; and I do further certify that the said G. E. Kellogg is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said G. E. Kellogg acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed in the capacity therein stated and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires: May 29, 1979

E. B. Niedermeyer
Notary Public in and for
Jackson County, Missouri

STATE OF MISSOURI }
COUNTY OF JACKSON } ss.:

BE IT REMEMBERED, that on this 5th day of August, 19 77, before me the undersigned, a Notary Public, duly commissioned, sworn, qualified and acting, within and for the County and State aforesaid, personally came and appeared the within named Clair Schroeder, who is to me personally known and known to me to be the same person, and the identical person, whose name is subscribed to the foregoing instrument, and who is described in and who executed the within and foregoing instrument, and who is to me personally known as the person whose name appears upon the within and foregoing instrument, and who acknowledged to me that he executed the said instrument and further acknowledged that he executed the same as his free act and deed, and further duly acknowledged the execution of the same, and further acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth; and further acknowledged that he executed the same for the purposes therein contained, and further acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

My commission expires: May 29, 1979

L. B. Medermeyer
Notary Public in and for
Jackson County, Missouri

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

BE IT REMEMBERED, that on the 9th day of August, 19 77, before me the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn and qualified, and acting within the said County and State, personally came and appeared

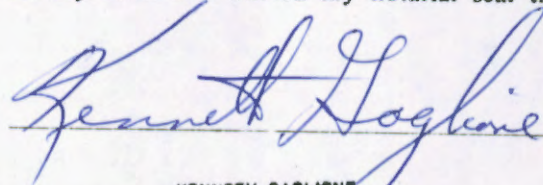
W. H. BERLS, to me personally known who being by me duly sworn, did depose and say that he resides at One Emil Court, that he is TRUST OFFICER of Chemical Bank, the corporation described in and which executed the above and foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that said seal was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like order, and said

W. H. BERLS acknowledged said instrument to be the free act and deed of said corporation; and I further certify that said W. H. BERLS is to me personally known to be such officer of said corporation and is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of said corporation; and I do further certify that the said W. H. BERLS acknowledged himself to be TRUST OFFICER of Chemical Bank, a corporation, and that he, as such TRUST OFFICER, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

TRUST OFFICER; and I do further certify that the said W. H. BERLS is to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as TRUST OFFICER and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth and I do further certify that the said W. H. BERLS is the same person who executed the foregoing instrument and that he duly acknowledged the execution of the same for and on behalf of and as the act and deed of the said corporation; and I do further certify that the said W. H. BERLS acknowledged to me that he executed the said instrument for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)



KENNETH GAGLIONE
Notary Public, State of New York
No. 03-4621568
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires March 30, 1979

Dead No. 3506

In the District Court of Cherokee County, Kansas,
sitting at Columbus.

IN THE MATTER OF THE APPLICATION OF THE KANSAS
CITY SOUTHERN RAILWAY COMPANY, A CORPORATION,
FOR THE APPOINTMENT OF COMMISSIONERS TO MAKE
APPRAISEMENT AND ASSESSMENT OF DAMAGES FOR THE
TAKING OF CERTAIN LANDS FOR RAILROAD PURPOSES
IN SAID COUNTY.

To the Honorable F. W. Boss, Judge of
the District Court of Cherokee County,
Kansas, sitting at Columbus:

Your petitioner, The Kansas City Southern Railway
Company, respectfully alleges and shows to the Court:

That it is a railroad corporation organized under
the laws of the State of Missouri and has complied with all the
requirements of the laws of the State of Kansas in regard to the
admission of railroad corporations to do business within the
State of Kansas; that it owns and operates, in connection with
its subsidiary companies, an interstate railroad, running from
Kansas City, Missouri to Port Arthur, Texas, and that it has
within the County of Cherokee, State of Kansas, a portion of its
line of railroad; that it has extensive switch, side, branch and
spur tracks connecting with various industries, and serves the
public generally in said county.

Your petitioner further shows to the court that a
portion of its line of railroad in Cherokee County, Kansas, has
been operated for some years and that your petitioner has been
operating an interstate railroad over and upon such railroad lines
and tracks; that your petitioner now deems it necessary to acquire
sufficient lands to construct a railroad which will extend from
a point on the present track of your petitioner in Cherokee County,

Kansas, at a point approximately 10.5 feet in a southwesterly direction as measured along the center line of the present track of The Kansas City Southern Railway Company from the intersection of the center line of said present track, and the west line of the Northeast quarter of the Northeast quarter of Section 35, Township 32 South, Range 25 East, to a point in the center line of the main line track of the Missouri-Kansas-Texas Railroad Company, In Cherokee County, Kansas, approximately 1035 feet West and 362 feet South of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 6, Township 34 , Range 25 East, in Cherokee County, Kansas, said new line of railroad to extend into and through Pleasant View Township, Shawnee Township and Lowell Township, all in Cherokee County, Kansas; that it is necessary for the proper and efficient transfer of freight and the use of said line heretofore constructed in said Cherokee County, Kansas, that your petitioner reach with its rails and track the aforesaid track of the Missouri-Kansas-Texas Railroad Company; also to enable your petitioner to continue in its business as an interstate railroad and common carrier as it has heretofore done, and to properly facilitate the transfer of freight and passengers over its interstate line, through the said State of Kansas and the County of Cherokee.

Your petitioner further shows that said track when constructed will be a public track, open to the use of all of its shippers and the public generally, located or having industries along the line thereof; that said track will form a part of your petitioner's railroad system and will be subject to both Federal and State control, and open on equal terms to any and all shippers who can or desire to make use thereof.

Your petitioner further states that application has been made to the Interstate Commerce Commission for permission to build said line and your petitioner has been granted the right and privilege by said Interstate Commerce Commission, to build this said line.

Your petitioner further states that it has complied with the laws of the state of Kansas from time to time and has full authority to do business in said state; that it has complied with all statutory requirements and all legal requirements necessary in this connection for the acquisition of the lands described herein for condemnation.

Your petitioner, therefore, prays for the appointment of three disinterested commissioners, freeholders and residents of Cherokee County, Kansas, to make appraisement and assessment of damages to the owners of the following tracts and parcels of land in said County, to-wit:-

Tract No. 1.

A 200 foot strip of land being ~~100~~ feet on either side of the following described center line through the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 35, T 32 S, R 25 E; Beginning at a point on the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 35, T 32 S, R 25 E, Cherokee County, Kansas, 238 feet south of the northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 35; thence southwesterly 1920 feet more or less to a point on the west line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 35, T 32 S, R 25 E, 250 feet more or less south of the northwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area 8.82 acres, more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

W. S. Gunning and Sarah C. Gunning, his wife, B. F. Ball and Katherine S. Ball, his wife, W. C. Ball and Ethel Dean Ball, his wife, George W. Ball and Martha A. Ball, his wife, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased, John W. Koch, administrator of the estate of Benjamin F. Billings, deceased, Mary Billings, an insane person, Mary A Williams, Public Administrator of Buchanan County, Missouri, Guardian of said Mary Billings, an insane person, Frank Billings and Julia Billings, his wife, Iva Billings Russell and Galen Russell, her husband, John W. Larison and Bird C. Larison.

Tract No. 2.

A 200 foot strip of land being 100 feet on either side of the following described center line through the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 34, T 32 S, R 25 E, Cherokee County, Kansas; Beginning at a point in the east line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 34, 250 feet more or less south of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 1538 feet, more or less, to a point on the south line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 34, 220 feet east of the southwest corner of / said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area 7.06 acres, more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

W. S. Gunning and Sarah C. Gunning, his wife, B. F. Ball and Katherine S. Ball, his wife, W. C. Ball and Ethel Dean Ball, his wife, George W. Ball and Martha A. Ball, his wife, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix / of the will and testament of O. M. Bilharz, deceased, John W. Koch, Administrator of the estate of Benjamin F. Billings, deceased, Mary Billings, an insane person, Mary A. Williams, Public Administrator of Buchanan County, Missouri, Guardian of said Mary Billings, an insane person, Frank Billings and Julia Billings, his wife, Iva Billings Russell and Galen Russell, her husband, John W. Larison / and Bird C. Larison.

Tract No. 3.

A 100 foot strip of land being 50 feet on either side of the following described center line through the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 4, T 33 S, R 25 E, Cherokee County, Kansas; Beginning at a point on the east line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 4, 1163 feet north of the southeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly on a line making a southwest angle of 45 degrees 24' with the east line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ said Sec. 4, a distance of 804.9 feet; thence on a curve to the left having a radius of 2864.93 feet, a distance of 754.1 feet to a point on the south line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 4, 1036 feet west of the southeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area 3.58 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company.

Tract No. 4.

A 100 foot strip of land being 50 feet on either side of the following described center line through the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 9, T. 33 S, R 25 E, Cherokee County, Kansas; Beginning at a point on the north line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 9, 1036 feet west of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly on a curve to the left continuing from the adjacent section north of said Sec. 9, said curve having a radius of 2864.93 feet a distance of 551.7 feet; thence southwesterly on a tangent to last described curve 916.8 feet to a point on the south line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ said Sec. 9, 245.6 feet west of the southeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area 3.37 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Thomas Smittle and Laura Smittle, his wife, The Union Central Life Insurance Company, Joseph Smittle, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased, Sarah E. Smittle, John Smittle and Leona Smittle, his wife, *Thomas Smittle and Laura Smittle, his wife,* Juanita Smittle, Admx. of the estate of Joseph Smittle, deceased, Juanita Smittle, Charles Smittle and Letha Smittle, his wife, Helen Smittle Blunt, Oscar Blunt, Ellen Smittle Blunt, John Blunt, Elza Smittle and Ezra Smittle.

Tract No. 5.

A 100 foot strip of land being 50 feet on either side of the following described center line through the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 9, T 33 S, R 25 E, Cherokee County, Kansas; Beginning at a point on the north line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 9, 245.6 feet west of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 1402.5 feet to a point on the south line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ said Sec. 9, 600 feet east of the center of said Sec. 9.

Area 3.22 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Lucretia E. Farley, Robert Alderson, O. B. Holmes, and their unknown heirs, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 6.

A 100 foot strip of land being 50 feet on either side of the following described center line through the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the east and west center line of said section 9, 600 feet east of the center of said section 9; thence southwesterly 1450 feet, more or less to a point on the south line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 9, 120 feet, more or less, east of the SW corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: 3.33 acres, more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

William E. Smittle and Florence Smittle, his wife, John Smittle and Leona Smittle, his wife, Thomas Smittle and Laura Smittle, his wife, Juanita Smittle, Admx. of the estate of Joseph Smittle, deceased and Juanita Smittle, Charles Smittle and Letha Smittle, his wife, Helen Smittle Blunt, Oscar Blunt, Ellen Smittle Blunt, John Blunt, Elza Smittle and Ezra Smittle, Phoenix Mutual Life Insurance Company, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 7.

A ^{foot}100 strip of land being 50 feet on either side of the following described center line through the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 9, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 9, 120 feet, more or less, east of the NW corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 350 feet, more or less, to a point on the west line of said $\frac{1}{4}$ $\frac{1}{4}$ section; 330 feet, more or less, south of the NW corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: .80 acre, more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Frederick Smittle and Faye Smittle, his wife, John Smittle and Leona Smittle, his wife, Thomas Smittle and Laura Smittle, his wife, Juanita Smittle, Admx. of the estate of Joseph Smittle, ^aJuanita Smittle, Charles Smittle and Letha Smittle, his wife, Helen Smittle Blunt, Oscar Blunt, Ellen Smittle Blunt, John Blunt, Elza Smittle and Ezra Smittle, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 8.

A 100 foot strip of land being 50 feet on either side of the following described center line through the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 9, T 33 S, R 25 E Cherokee County, Kansas: Beginning at a point on the east line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 9, 330 feet, more or less, south of the NE corner of said $\frac{1}{4}$ $\frac{1}{4}$ section, thence southwesterly 1042 feet, more or less, to a point on the south line of said $\frac{1}{4}$ $\frac{1}{4}$ section, 344 feet west of the SE corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: 2.39 acres, more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

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John Smittle and Leona Smittle, his wife, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 9.

A 100 foot strip of land being 50 feet on either side of the following described center line through the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 16, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ said Sec. 16, 344 feet west of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 2832 feet to a point on the south line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ said Sec. 16, 40 feet east of the southwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ section. Excepting 100 foot right of way of the St. Louis-San Francisco Railway Company.

Area: 6.27 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

B. F. Phillips and Amelia Phillips, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 10.

A strip of land 100 feet wide being 50 feet on either side of the following described center line through the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 16, T 33 S, R 25 E, Cherokee County, Kansas, and a 150 foot strip being 100 feet on the westerly side and 50 feet on the easterly side of the following described center line through the SW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 16: Beginning at a point on the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 16, 118 feet south of the northeast corner said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 2702 feet to a point on the south line of section 16, 864.6 feet west of the southeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 16.

Area: 7.80 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 11.

A 100 foot strip of land being 50 feet on either side of the following described center line through the $SE\frac{1}{4}$ $NE\frac{1}{4}$ Sec. 20, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the east line of Sec. 20, 1290 feet north of the southeast corner $SE\frac{1}{4}$ $NE\frac{1}{4}$ Sec. 20; thence southwesterly 1367 feet to a point on the south line of the $SE\frac{1}{4}$ $NE\frac{1}{4}$ Sec. 20, 456.5 feet west of the southeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: 3.07 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 12.

A 100 foot strip of land being 50 feet on either side of the following described center line through the SE $\frac{1}{4}$ Sec. 20, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 20, 456.5 feet west of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 2848 feet to a point on the south line of the SE $\frac{1}{4}$ said Sec. 20, 1288 feet east of the southwest corner of the SE $\frac{1}{4}$ said Sec. 20.

Area: 6.54 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company.

Tract No. 13.

A 100 foot strip of land being 50 feet on either side of the following described center line through the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 29, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, 1288 feet east of the northwest corner said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 2826 feet to a point on the south line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, 315 feet east of the center of said section.

Area 6.49 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Ross Givens, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 14.

Tract No. 15.

A 100 foot strip of land being 50 feet on either side of the following described center line through the $S\frac{1}{2}$ of the $NW\frac{1}{4}$ $SE\frac{1}{4}$ Sec. 29, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the $S\frac{1}{2}$ of the $NW\frac{1}{4}$ $SE\frac{1}{4}$ said Sec. 29, 87 feet more or less east of the west line of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 272 feet more or less to a point on the west line of said $\frac{1}{4}$ $\frac{1}{4}$ section 932 feet south of the center of said Sec. 29.

Area: .62 acre more or less.

Area: 4.26 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 15.

A 100 foot strip of land being 50 feet on either side of the following described center line through the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29, 932 feet south of the center of said Sec. 29; thence southwesterly 1776.6 feet; thence on a curve to the right having a radius of 5729.65 feet a distance of 80.4 feet to a point on the south line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 29, 599.5 feet ~~west~~ of the southeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: 4.26 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company.

Tract No. 16.

That portion of a 100 foot strip of land lying 50 feet on either side of the following described center line as contained within the limits of the S 26 rods of the N 52 rods of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the east line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ said Section 31, 750.1 feet south of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly on a curve to the left having a radius of 2864.93 feet a distance of 74 feet to a point on the south line of the S 26 rods of the N 52 rods of the said $\frac{1}{4}$ $\frac{1}{4}$ section 34.5 feet west of the southeast corner of said parcel.

Area: 0.35 acre, more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 17.

A 100 foot strip of land being 50 feet on either side of the following described center line through the S 28 rods of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the S 28 rods of said $\frac{1}{4}$ $\frac{1}{4}$ section, 34.5 feet west of the northeast corner of the S 28 rods of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly on a curve to the left having a radius of 2864.93 feet, a distance of 531 feet to a point on the south line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, 214.6 feet west of the southeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: 1.22 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company.

Tract No. 18.

A 100 foot strip of land being 50 feet on either side of the following described center line through the N 30 rods of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, 214.6 feet west of the northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ said Sec. 31; thence southwesterly 511 feet to a point on the south line of the N 30 rods of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, 348 feet west of the southeast corner of the aforesaid fractional part of the said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: 1.17 acres.

The persons and parties, except those whose interest have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company, Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 19.

A 100 foot strip of land being 50 feet on either side of the following described center line through the S 50 rods of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the S 50 rods of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, 348 feet west of the northeast corner of said fractional part of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 856 feet to a point on the south line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ said Sec. 31, 578 feet west of the southeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: 1.96 acres. 2

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company.

Tract No. 20.

A 100 foot strip of land being 50 feet on either side of the following described center line through the East 990 feet of the north 638 feet ~~of the north 638 feet~~ of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 6, 578 feet west of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 658 feet to a point in the south line of the Myrtle Welch property 743.7 feet west of the East line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, said section 6.

Area: 1.51 acres, more or less.

2

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Victor Rakowsky, Blanche Bilharz, Blanche Louise Bilharz Simpson, Laurance Simpson, Oscar W. Bilharz, Gretchen Bilharz Davies, Marshall Davies, Elizabeth Bilharz, Blanche Bilharz, Executrix of the will and testament of O. M. Bilharz, deceased.

Tract No. 21.

A 100 foot strip of land being 50 feet on either side of the following described center line through part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the G. W. Walker property in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ said section 6, 743.7 feet west and 630 feet south of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 465 feet to the south line of the said Walker property.

Area 1.07 acres, more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company.

Tract No. 22.

A 100 foot strip of land being 50 feet on either side of the following described center line through a part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point in the north line of the W. T. Peters property, 863.4 feet west and 1085 feet south of the northeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ said Section 6; thence southwesterly 298 feet to a point on the south line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ said section 6, 938.6 feet west of the east line of said $\frac{1}{4}$ $\frac{1}{4}$ section.

Area: .68 acre more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company.

Tract No. 23.

A 100 foot strip of land being 50 feet on either side of the following described center line through the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6, T 34 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the North line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6, 938.6 feet west of the N. E. corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 333 feet to the Northerly Right of Way line of the Missouri, Kansas & Texas Railway Company.

Area .76 acre more or less.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

The Kansas Natural Gas, Oil, Pipe-line and Improvement Company and Chanute Spelter Company.

Tract No. 24.

A 100 foot strip of land being 50 feet on either side of the following described center line through the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the north line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 32, 476 feet east of the northwest corner of the said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 563.2 feet; thence on a curve to the left having a radius of 2864.93 feet a distance of 325.8 feet to the point on the west line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 32, 750.1 feet south of the northwest corner said $\frac{1}{4}$ $\frac{1}{4}$ section. Also all of NW $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 32, lying ~~north~~ and ~~west~~ of above described right of way.

Area 5.04 acres.

The persons and parties, except those whose interests have been acquired by your petitioner, owning or claiming an interest in said land are:

Chanute Spelter Company.

Your petitioner further states that each and all of said tracts are necessary to be taken in order to enable it to construct the proposed railroad track and the necessary switch tracks and appurtenances thereto.

Your petitioner further states that it has agreed with certain owners as to the value of the ground to be taken but has been unable to agree, although it has attempted to do so, with the owners of the tracts above mentioned and those interested therein, as to the just compensation your petitioner should pay as damages for the taking of said above tracts. /

Your petitioner further states that it is necessary to acquire land along said line of railroad proposed for the purpose of laying out side tracks and switch tracks and cuts and fills, culverts and bridges, and that all the land described in said petition is necessary for railroad purposes.

Your petitioner further says that a map and profile is attached to this petition showing the route intended to be adopted for the use and construction of said line of railroad by the said The Kansas City Southern Railway Company, petitioner herein.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY,
A CORPORATION,

By Cyrus Crane and
Williams & Cleaver
Its Attorneys. /

FILED

JUN 30 1923

W. B. Clummet
Clerk of Dist. Court

By J. B. Bird
Deputy.

In the District Court of Cherokee County, Kansas,
sitting at Columbus.

IN THE MATTER OF THE APPLICATION OF THE KANSAS
CITY SOUTHERN RAILWAY COMPANY, A CORPORATION,
FOR THE APPOINTMENT OF COMMISSIONERS TO MAKE
APPRAISEMENT AND ASSESSMENT OF DAMAGES FOR THE
TAKING OF CERTAIN LANDS FOR RAILROAD PURPOSES
IN SAID COUNTY.

ORDER APPOINTING COMMISSIONERS.

Now on this 30th day of June, A. D., 1923, the matter of
the application of the Kansas City Southern Railway Company for
the appointment of three commissioners to make appraisement and
assess damages for the taking of lands for railroad purposes in
the County of Cherokee, State of Kansas, coming on for hearing
and the court being fully advised in the premises, finds that
the taking of the lands described in the petition and application
is necessary and is authorized by law, and John M. Cullough
C. E. Maxwell AND David Dunbar
free-holders and residents of Cherokee County, Kansas, are hereby
appointed commissioners to make appraisement and assessment of
damages for the taking of the lands set out and described in the
application for the appointment of commissioners in this action,
which will be sustained by the several owners and persons inter-
ested in said lands on account of such taking thereof, with all
the powers and duties conferred by law upon them.

J. W. Ross
Judge of the District Court
Cherokee County, Kansas.

Attest.

W. B. Clement

District Clerk

By J. B. Reid

Deputy.

FILED

JUN 30 1923

W. W. Clement
Clerk of Dist. Court

By J. H. Ford
Deputy

In the District Court of Cherokee County, Kansas,
sitting at Columbus.

IN THE MATTER OF THE APPLICATION OF THE
KANSAS CITY SOUTHERN RAILWAY COMPANY, A
CORPORATION, FOR THE APPOINTMENT OF COM-
MISSIONERS TO MAKE APPRAISEMENT AND
ASSESSMENT OF DAMAGES FOR THE TAKING OF
CERTAIN LANDS FOR RAILROAD PURPOSES IN
SAID COUNTY.

O A T H.

STATE OF KANSAS,) /
CHEROKEE COUNTY.) SS:

We, Ira C. Perkins, C. E. Maxwell
AND David Dumbare, the undersigned, each being of
lawful age, being sworn upon oath, depose and say: That we will
support the Constitution of the United States, the Constitution
of the State of Kansas and honestly and faithfully discharge the
duties of commissioners to lay off and condemn a route, make
appraisement and assessment of all damage to land owners or others
interested or claiming any right or title in and to land improve-
ments or any lease-hold or any other interest of any kind in lands /
to be taken and condemned for railroad purposes upon and over
which the Kansas City Southern Railway Company, a railroad cor-
poration proposes to construct a railroad in Cherokee County, Kansas
all as required by the appointment of the Honorable F. W. Boss,
Judge of the District Court of Cherokee County, Kansas, to the
best of our ability; that we are free-holders and residents of
Cherokee County, Kansas, so help us God.

Ira C. Perkins
C. E. Maxwell
David Dumbare

Subscribed and sworn to before me this 30th day of June

A. D., 1923.

Emory C. Youngman
Notary Public

My Commission Expires March 26th 1925

Original compared with record

J. H. Bove

See to Perkins et al

COPIED
DIRECT ✓
INDIRECT ✓
NUMERICAL ✓

State of Kansas, Cherokee County, ss.

This instrument was filed for record on
the 30 day of July, A. D. 1923.
at 4 o'clock P. M. and duly recorded
in Book 62 Page 175 Sec. 3

Don McElwaine
Register of Deeds

Deputy

FILED

JUN 20 1923

W. B. Clement

Clerk of Dist. Court

Att K101
And Vol # 133 June 1973

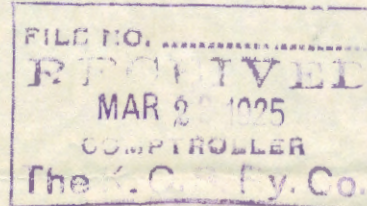
Deed No 3497

Posted on 1069-3

Deed 3497

March 20, 1925.

Mr. Walter Ragland,
Webb City, Missouri.



Dear Sir:

I am in receipt of your letter of March 17, 1925, which was in reply to my letter of March 9th, regarding abstract to land purchased from you as right of way for our Baxter Springs extension.

I have again reviewed our files in this matter and find that, as stated in my letter of March 9th, the contract executed by you dated June 21, 1922, covering the sale of this right of way, provided that you were to furnish us abstract; also that the said file contains nothing whatever to indicate to me that the abstract was to be returned to you, which accounts for it not having been returned. However, after discussing the matter with Mr. Chandler and with the approval of our Assistant General Solicitor, we have concluded to comply with your request and I am therefore pleased to enclose the said abstract herewith.

With kindest regards, I am

Yours truly,

Handwritten signature of L. J. Hensley in dark ink.

Tax Commissioner.

EP:GR
Enc.

cc Mr. L. J. Hensley ✓

The above refers to abstract covering right of way acquired under our Deed No. 3497.

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF ~~MISSOURI~~ New Hampshire

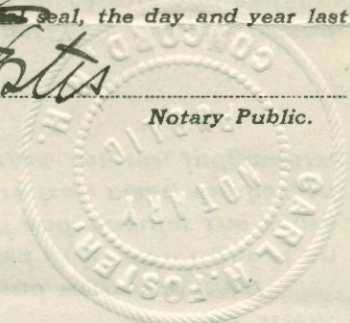
County of ~~JASPER~~ Merrimack ss.

BE IT REMEMBERED, That on this 21st day of June, A. D., 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John B. Jameson, Vice President of the Eastern Zinc & Lead Company a corporation duly organized, incorporated and existing under and by virtue of the laws of Maine and John W. Stanley Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my seal, the day and year last above written.

My commission expires May 14, 1925

[Signature]
Notary Public.



Approved as to form & execution. A. F. Smith, J.S.S.

Original compared with record

COPIED.....
DIRECT.....
INDIRECT.....
NUMERICAL.....

Warranty Deed

FROM
Eastern Zinc & Lead Co.

TO
The Kansas City Southern
Railway Co.

Entered in Transfer Record in my
office this 27
day of July 1923

STATE OF KANSAS,
Cherokee County, ss.
J. B. Jameson County Clerk

Received for Record on the 27
day of July 1923, at 4 o'clock
P. M., and duly Recorded in Book
93 of Deeds at Page 76
Lora Whitworth

Register of Deeds.

Fee, \$



Kansas Warranty Deed

(CORPORATION)

This Indenture, Made this 21st day of June, A. D., 1923,

between **Eastern Zinc & Lead Company**

a corporation, duly organized, incorporated and existing under and by virtue of the laws of the State

of Maine and having its principal place of business at Webb City

in the State of Missouri, party, of the first part, and

The **Kansas City Southern Railway Company**, a corporation organized and existing under the laws of the State of Missouri,

~~of the State of Missouri~~ party, of the second part:

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of EIGHTEEN HUNDRED SEVENTY TWO-----DOLLARS,

the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, its ~~heirs~~ successors and assigns, all of the following described

REAL ESTATE, situated in the County of Cherokee and State of Kansas

to-wit:

A 100 foot strip of land being 50 feet on either side of center line through the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and a 200 foot strip being 100 feet on either side of center line through the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 35, T 32 S, R 25 E, Cherokee County, Kansas, said center line being described as follows: Beginning at a point on the north line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 35, T 32 S, R 25 E, 1045 feet west of the northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence southwesterly 2238.5 feet to a point on the west line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 35, 238 feet south of the northwest corner said $\frac{1}{4}$ $\frac{1}{4}$ section; total area of parcels in 3 $\frac{1}{4}$ $\frac{1}{4}$ sections 9.36 acres, and is enclosed in yellow lines on the attached blueprint which is made a part hereof.

The seller reserves all the mineral lying beneath the surface of the ground, and the right to mine and remove the same, provided mining operations can be and are conducted so as not to endanger persons or the tracks, structures, trains, engines, cars or other property on said right of way. Pillars shall be left, and any other necessary supports provided or precautions taken to furnish permanent and adequate support for the surface of the ground so as to keep the same from falling in, subsiding or otherwise endangering persons or property on the said right of way. No shafts shall be sunk on the right of way above described.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said party of the first part for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents, it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature and kind soever,

and that it will WARRANT and FOREVER DEFEND the same unto said party of the second part, its successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

EASTERN ZINC & LEAD COMPANY

ATTEST:

John W. Stanley, Secretary.

of the Eastern Zinc & Lead Company

By

John B. Jameson
Vice President.



The Eastern Zinc & Lead Co.

Chat Pile

Mill



Chat Pile

Mill

The Eastern Zinc & Lead Co.

The Eastern Zinc & Lead Co.

1045'

287+58.5

290

100'

100'

236'

310

309+97

100'

1045'

Deed No. 4497-X

WARRANTY DEED FOR RIGHT OF WAY
dated October 30, 1912

FROM:

ETHEL DENNIS COX & JOHN COX

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

✓ OK J.G.B.

THIS INDENTURE, Made this 30th day of October A. D. 1912
by and between Ethel Dennis Cox and John Cox her husband
of Oklahoma County, State of Oklahoma, parties of the
The Missouri, Oklahoma & Gulf Railroad Company,
first part, and the Missouri, Oklahoma & Gulf Railroad Company, a corporation organized under the laws
of the State of Oklahoma, party of the second part.

WITNESSETH: That the said part of the first part, for and in consideration of the sum of Twenty & 1/2 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land and 1/2 feet in width, extending over and across Lot 10, Block 5 of
the City of Baxter Springs
Section Kansas Township Range East, situate in Cherokee
County, State of Oklahoma particularly described as follows, to-wit:

All that portion of Lot 10, Block 5, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northeast corner of said lot;
running thence west along the north line thereof a distance of about
38 feet to a point, said point lying on the westerly side of and 50
feet distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and par-
allel to said center line a distance of about 41 feet to the intersection
of said line with the south line of said lot; thence east along said south
line a distance of about 40 feet to the southeast corner of said lot;
thence north along the east line of said lot a distance of 40 feet to
place of beginning.

also All that portion of Lot 11, Block 5, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northeast corner of said lot;
running thence west along the north line thereof a distance of about
35 feet to a point, said point lying on the westerly side of and 50
feet distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and paral-
lel to said center line a distance of about 41 feet to the intersection
of said line with the south line of said lot; thence east along said
south line a distance of about 38 feet to the southeast corner of said
lot; thence north along the east line of said lot a distance of 40 feet
to place of beginning.

tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The part of the first part as a part of the consideration hereof does hereby waive all damages that may
result to abutting or adjoining property owned or controlled by

caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said part of the first part has hereunto set hand and seal
the day and year first above written.

Ethel Dennis Cox (SEAL)
John Cox (SEAL)

ACKNOWLEDGMENT.

STATE OF Kansas,
Oklahoma

Cherokee County } ss.

Before me G. E. Rucker a Notary Public in and for said County

and State, on this 30th day of October, 1912, personally appeared

Ethel Dennis Cox and John Cox her husband

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to
me that they executed the same as their free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 30th day of October, 1912

G. E. Rucker
Notary Public.

My Commission Expires March 18-1916

No 28.

Valuation No ²⁶ 28

\$ 10811 Blk 5 Brewster

From Station..... To Station.....

WARRANTY DEED FOR RIGHT OF WAY

FROM

Ethel Dennis Cox

John Cox

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

2nd 2c 20

Lots 10 and 11, Block 5, Brewster's Add, Baxter Springs

Entered in Transfer Record in my office this 8th day Dec 1912. W. H. Shepperd Clerk

STATE OF KANSAS,
Cherokee County,

This instrument was filed for record on the *2* day of *Dec*

A. D., 1912, at *8* o'clock *A. M.* and duly recorded in Book *78* Page *340*

Filed *11/16* Reg. of Deeds

By *James H. Jones* Clerk

Parcel # 5.

*Mail E. R. Jones
Box 1445, Muskogee, Okla*

Return to *E. R. Jones, Muskogee.*

K. O. & G. Deed No. *130* 1284

Deed No. 4497-Z

:

WARRANTY DEED FOR RIGHT OF WAY
dated October 22, 1912

FROM:

MRS. HATTIE E. GOODWIN

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-2

✓ O.R. J.W.D.

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 22nd day of October A. D. 1912
by and between Mrs Hattie E Goodwin a widow
of Cherokee County, State of Oklahoma, part of the
The Missouri, Oklahoma & Gulf Railroad Company,
first part, and Kansas a corporation organized under the laws
of the State of Kansas Party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Forty & no/10 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land and 5 feet in width, extending over and across Lot 2, Block 4 of
the City of Baxter Springs
Section 1 Township 12N Range 10E East, situate in Cherokee
County, State of Kansas particularly described as follows, to-wit:

All that portion of Lot 2, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northwest corner of said lot;
running thence east along the north line thereof a distance of about
32 feet to a point, said point lying on the easterly side of and 50
feet distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and paral-
lel to said center line a distance of about 41 feet to the intersection
of said line with the south line of said lot; thence west along said
south line a distance of about 29 feet to the southwest corner of said
lot; thence north along the west line of said lot a distance of 40 feet
to place of beginning.

also All that portion of Lot 3, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northwest corner of said lot;
running thence east along the north line thereof a distance of about
29 feet to a point, said point lying on the easterly side of and 50
feet distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and paral-
lel to said center line a distance of about 41 feet to the intersection
of said line with the south line of said lot; thence west along said
south line a distance of about 25 feet to the southwest corner of said
lot; thence north along the west line of said lot a distance of 40 feet
to place of beginning.

The party of the first part as a part of the consideration hereof does hereby
result to abutting or adjoining property owned or controlled by her
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal
the day and year first above written.

Mrs Hattie E. Goodwin (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF Kansas
Cherokee County } ss.
Before me G. E. Rucker a Notary Public in and for said County
and State, on this 22nd day of October 1912, personally appeared
Mrs Hattie E Goodwin and widow of Thos H Goodwin
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to
me that she executed the same as her free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 22nd day of October, 1912

My Commission Expires March 18th 1916
G. E. Rucker
Notary Public.

MO 32.

L 243 Block 4 Brewsters

From Station To Station

**WARRANTY DEED
FOR RIGHT OF WAY
FROM**

Mrs. Hattie E. Goodwin - a widow

*Lots 2 - 3 - Block 4
2nd St. to 20th*

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

*Entered in transfer record
in my office this 23
day of Nov 1912*

STATE OF KANSAS,
Cherokee County,

*W. H. Sheffer & Co
by Emman 7th*

This instrument was filed for record on
the *22* day of *November*
A. D., 191*2*, at *8* o'clock *A.* M.
and duly recorded in Book *78* Page *339*

For *James A. Brown*
By *James A. Brown* Reg. of Deeds
Deputy

K. O. & G. Deed No. **1290**

with Bill 130

Returns to E. R. Jones

THE BOWMAN PRESS - MUSKOGEE

*Box 1445 Muskogee
Parcel # 12*

Deed No. 4497-TT

dated April 11, 1913

FROM:

ALONZO L. & HESTER JONES

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

430- A.L. Jones - Owner No. 4.

Alonge
4497-77

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 11th day of April A. D. 1913
by and between Alonge L. Jones and Hester Jones his wife
of Cherokee County, State of Kansas, part 1st of the
first part, and The Missouri, Oklahoma & Gulf Railroad Company,
a corporation organized under the laws of the State of Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Hundred and Twenty Five Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece of land 100 feet in width, extending over and across Fractional NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township, 35 S Range 24 East, situate in Cherokee County, State of Kansas, particularly described as follows, to-wit:

Said A.L. Jones tract comprising a strip of ground 247 feet in width cutt off of the south side of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 11, and more particularly described as follows: Beginning at the southeast corner of said subdivision; running thence north along the east line thereof a distance of 247 feet to a point; thence west and parallel to ~~the~~ south line of said subdivision a distance of about 1320 feet to the northwest corner of said tract; thence south along the west line of said tract a distance of 247 feet to the southwest corner of said tract; thence east along the south line of said tract a distance of about 1320 feet to place of beginning.

Said right of way being a strip of land one hundred feet in width, i.e. fifty feet on each side of and immediately adjacent and parallel to the center line of the Missouri, Oklahoma & Gulf Railroad; said strip extending over and across the above described tract as follows: said center line entering the A.L. Jones tract on its south line at a point about 340 feet west of the southeast corner thereof; running thence northeasterly on a curved line to the north line of said tract at a point about 275 feet west of the northeast corner of said tract.

All the above described right of way containing 0.6 acres of land, more or less.

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appurtenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The parties of the first part as a part of the consideration hereof does hereby waive all damages that may result to abutting or adjoining property owned or controlled by them caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Alonge L. Jones (SEAL)
Hester Jones (SEAL)

ACKNOWLEDGMENT.

STATE OF Kansas,
Cherokee County ss.

Before me, Grant L. Brewster a Notary Public in and for said County and State, on this 11th day of April, 1913, personally appeared A. L. Jones and Hester Jones (his wife) to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on this 11th day of April, 1913.

My Commission expires Dec. 1, 1913

Notary Public.

My Commission Expires

11-35-24

[Signature]

Blk 4 - Parcel

From Station.....To Station.....

WARRANTY DEED FOR RIGHT OF WAY

FROM

Alonzo L. Jones &

Heater Jones, his wife.

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

STATE OF KANSAS, }
Cherokee County.

This instrument was filed for record on
the 14 day of June
A. D. 1913, at 1 o'clock P. M.
and duly recorded in Book 78, Page 402
for \$100
James D. [Signature] Reg. of Deeds.
By [Signature] Deputy.

Percol \$10
Taxes 10

Entered in TRANSFER RECORD in
my office on 18 day of June
1913 Emerson [Signature]
By E. J. MacGregor County Clerk

Phoenix Print. Muskogee, Okla.

K. O. & G. Deed No. 1302

Return to E. R. Jones,
Muskogee, Okla.

Deed No. 3241

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
CHEROKEE COUNTY,
KANSAS.

In the Matter of the Application of the
Kansas City Southern Railway Company for
an Order granting the right and privilege
to construct and maintain a siding in
connection with a line of steam railway
on and across certain public roads, high-
ways, streets and alleys in Mack's Addition
to Lawton, Cherokee County, Kansas and in
the town of Lawton, Cherokee County, Kansas,
in conformance with the plat and profile
now on file in the office of the County Clerk
of Cherokee, County, Kansas.

APPLICATION

Comes the Kansas City Southern Railway Company,
a Missouri corporation, and states to the honorable Board that it is
a railway company now operating a line of steam railway from the City
of Kansas City, State of Missouri through the states of Missouri,
Kansas, Oklahoma, Arkansas and Louisiana; that said railway company
desires to construct a certain siding to connect with and be used in
connection with its line of steam railway running into and through the
County of Cherokee and State of Kansas and has heretofore filed with
the County Clerk of Cherokee County, Kansas, maps and profiles show-
ing the extension of the said siding crossing certain public roads,
highways, alleys and streets in the Town of Lawton, Pleasant View
Township, Cherokee County, Kansas and Mack's Addition to ^{Town of Lawton} Cherokee,
County, Kansas. Said company further represents that the construct-
ion of this siding is necessary for the proper and convenient operation
of its railway in Cherokee County as aforesaid, and that it will be of
general usefulness and utility to the inhabitants and residents along
the line of its railway in Pleasant View Township and the Town of
Lawton and the inhabitants of Mack's Addition to the Town of Lawton.

Wherefore the Kansas City Southern Railway Company respectfully asks ^{to it} the Honorable Board to grant the right and privilege to construct this proposed siding in connection with its line of railways in Pleasant Township in Cherokee County, Kansas, in the Town of Lawton and Mack's Addition to the Town of Lawton, and to construct grades, lay ties and rails and do all such things as shall be necessary and convenient in the construction, operation and the maintenance of said siding on or across all of the public roads, highways and street as shown on the blue print attached hereto and those filed heretofore and to enter upon the minutes of this Honorable Board a formal order conferring this right and privilege aforesaid.

The Kansas City Southern Railway Company
by *A. D. Williams*
Atty.

Copy

Filed Sept 15" 1919

Anna Masteron
Co. Clerk

H. H. Bunde
Deputy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS.

In the Matter of the Application of The Kansas City Southern Railway Company for an Order granting the right and privilege to construct and maintain a siding in connection with a line of steam railway on and across certain public roads, highways, streets and alleys in Mack's Addition to Lawton, Cherokee County, Kansas and in the Town of Lawton, Cherokee County, Kansas, in conformance with the plat and profile now on file in the office of the County Clerk of Cherokee County, Kansas.

O R D E R .

WHEREAS, The Kansas City Southern Railway Company has been granted the right and privilege to construct, operate and maintain a line of steam railway on and across certain public roads and highways in Cherokee County, Kansas in the Town of Lawton and in Mack's Addition to the Town of Lawton and

WHEREAS it is necessary for the proper and convenient operation of said railroad and it is to the benefit of the inhabitants of Cherokee County, Kansas along said railway that a siding or switch track be built to connect with and serve said railroad and the inhabitants of Cherokee County, Kansas along said railroad.

WHEREAS, it is the desire of The Kansas City Southern Railway Company to construct a certain siding in connection with its aforesaid steam railway through Cherokee County, Kansas in conformance with the blue print on file in the office of the County Clerk of Cherokee County, Kansas

WHEREAS, it appears that it will be of general utility to the inhabitants and residents of certain property along the line of railway and that it is necessary to cross public roads, streets, alleys and highways as set out in the application of The Kansas City Southern Railway Company

NOW THEREFORE it is by the Board of County Commissioners of Cherokee County, Kansas, ordered that The Kansas City Southern Railway Company, a Missouri corporation, its successors and assigns be and is hereby granted the right, privilege and authority to construct, operate and maintain a certain siding or switch track in connection with its line of steam railway in Pleasant View Township, Cherokee County, Kansas and to construct grades, lay ties and rails and do all things necessary and convenient in and to the said construction, operation and maintenance of said switch track or siding over, on or across the public streets, alleys, roads and highways in Cherokee County, Kansas and Mack's Addition to Lawton, Kansas, more particularly and definitely set out in the blue print attached to the application herein, showing the crossings of ^{the} standard gauge railroad track breaking out of the present main line track of The Kansas City Southern Railway Company on the northerly side at a point near the alley running north and south in Block Four (4) Mack's Addition to the Town of Lawton, Kansas, thence extending in a southwesterly direction over and across the alley running north and south in Block Four (4), Hedrick Street north of Main Street, Main Street West of Hedrick Street, Bryant Street South of Main Street and Highland Avenue near Bryant Street, said crossings being shown by a yellow line on the blue print attached to the application and made a part thereof.

John A. Arkins
W. L. West
Lee Mobley
Board County Commissioners
Cherokee County, Kansas

Copy

Filed Sept 15th 1919

Anna Masters

Co Clerk

H. H. Bueche

Deputy

O'NEAL

AVE.

ON GASTON

ST.

AVE

GRAY

ST.

ST.

Dec. 26
Dec. 27.

5.

2427

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I
Σ



Permission for Crossing of
Main track with Highways.
previously Authorized

Permission for Crossing of
Tiding with Highways
now requested.

E 1/2 NE 1/4 Sec. 35

W 1/2 N.E. 1/4. Sec. 35.

Highway Crossing
Lawton Kans
Scale. 1"=100'
8-16-19.

Deed No. 4497-KK

:

dated September __, 1912

FROM:

THE PERKINS BUILDING AND IMPROVEMENT CO.

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this September day of September A. D. 1912
by and between The Perkins Building and Improvement Company,
A Corporation ~~County, State of Oklahoma, party of the~~
The Missouri, Oklahoma & Gulf Railroad Company,
first part, and ~~the Missouri, Oklahoma & Gulf Railroad Company,~~ a corporation organized under the laws of
Kansas
the State of ~~Oklahoma~~ party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Three hundred & no/100 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do ~~hereby~~ hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece of
land feet in width, extending over and across Lots 13 to 24, incl. block 5 of
of the City of Baxter Springs Range East situate in Cherokee County,
Kansas
State of ~~Oklahoma~~, particularly described as follows, to-wit:

All of Lots thirteen (13) to twenty-four (24) inclusive, Block 5,
in the Griswold & Hawkes Addition to the City of Baxter Springs, Cherokee
County, Kansas.

TO HAVE AND TO HOLD the premises hereby conveyed, together with all the improvements thereon and appur-
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The party of the first part as a part of the consideration hereof does hereby waive all damages that may re-
sult to abutting or adjoining property owned or controlled by it.

caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its duly
Authorized officer & its corporate seal to be hereunto affixed. the day and year first above written.

L. Murray Perkins, Pres. (SEAL)
The Perkins Building & Improvement Co. (SEAL)

State of Kansas, County of Cherokee, SS.

Be it remembered, That on this 23rd day of September, 1912, before me,
the undersigned, a notary public in and for the county and State afore-
said, came L. Murray Perkins, president of The Perkins Building and
Improvement Company, a corporation, who is personally known to me to
be the same person who executed the within instrument of writing as
president of said corporation, and such person duly acknowledged the
execution of the same as president of said corporation, and acknow-
ledged the same to be the act of said corporation.

In testimony whereof, I have hereunto subscribed my name and af-
fixed my official seal, on the day and year last above written.

G. E. Rucker
Notary Public.

My commission expires March 18th 1916

L13th 24 ✓ 60 15
Reks - 5th
Valuation No. 14 400009

From Station.....To Station.....

WARRANTY DEED FOR RIGHT OF WAY

FROM

L Murray Perkins
President

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY
12th 60c

Entered in transfer record
in my office the 78th day Oct 1912
W. H. Sheffer Clerk
by Emerson D. Hall

STATE OF KANSAS, } ss:
Cherokee County,

This instrument was filed for record on
the 14 day of October
A. D., 1912, at 2 o'clock P. M.
and duly recorded in Book 78 Page 319
For \$2110

James A. Orr Reg. of Deeds,
Deputy.

Parcel #39

K. O. & G. Deed No. 1294

Phoenix Print. Muskogee, Okla.

Return to R Jones
with \$2110 Muskogee
Okla

AM K1017
40-1276-avg. 25.00
614 Sept 23-39 650

Deed No 3508

Patd on 1069-3

Kansas Warranty Deed

This Indenture, Made this 18th day of September, A D., One Thousand Nine Hundred Twenty Three by and between S. A. Stuckey and Sarah J. Stuckey, his wife,

of Jasper County, in the State of Missouri, parties of the first part and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri,

~~AN~~ ~~CONVEY TO THE STATE~~ party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of FOUR HUNDRED TWENTY ONE AND 50/100----- DOLLARS, the receipt of which is hereby acknowledged. do by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Cherokee and State of Kansas, to-wit:

A strip of land 50 feet in width over and across the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 16, Township 33 South, Range 25 East, Cherokee County, Kansas, lying on the easterly side of and adjacent to the present right of way of The Kansas City Southern Railway Company, the westerly side of said strip being coincident with the easterly line of said present right of way and 50 feet easterly from and parallel to the center line of the proposed track known as the Lawton-Military Extension.

Said strip extending from the east line to the south line of said $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 16 contains 2.81 acres more or less and is outlined in yellow on attached print which is made a part hereof.

The seller reserves all the mineral lying beneath the surface of the ground, and the right to mine and remove the same, provided mining operations can be and are conducted so as not to endanger persons or the tracks, structures, trains, engines, cars or other property on said right of way. Pillars shall be left, and any other necessary supports provided or precautions taken to furnish permanent and adequate support for the surface of the ground so as to keep the same from falling in, subsiding or otherwise endangering persons or property on the said right of way. No shafts shall be sunk on the right of way above described.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said parties of the first part, for themselves and for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that they will warrant and forever defend the same unto the said party of the second part, its successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.



S. A. Stuckey
Sarah J. Stuckey

KANSAS ACKNOWLEDGMENT

STATE OF MISSOURI }
County of JASPER } ss.

BE IT REMEMBERED, That on this 18th day of Sept A. D., 1923
before me, the undersigned, a Notary Public in and for said County and State, came
S. A. Stuckey and Sarah J. Stuckey, his wife,
who are personally known to me to be the same person, who executed the within instrument of writing, and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

My commission expires July 15 1924

Jesse Motley
Notary Public

KANSAS ACKNOWLEDGMENT

STATE OF _____ }
County of _____ } ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D., 19____
before me, the undersigned, a Notary Public in and for said County and State, came

who _____ personally known to me to be the same person, who executed the within instrument of writing, and
duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last
above written.

My commission expires _____ 19____

Approved as to form & execution. A. T. Smith, 623

Warranty Deed

FROM

S. A. Stuckey & wife

TO

The Kansas City S. Railway Co.

Entered in Transfer Record in my
office this 28
day of Sept 1923

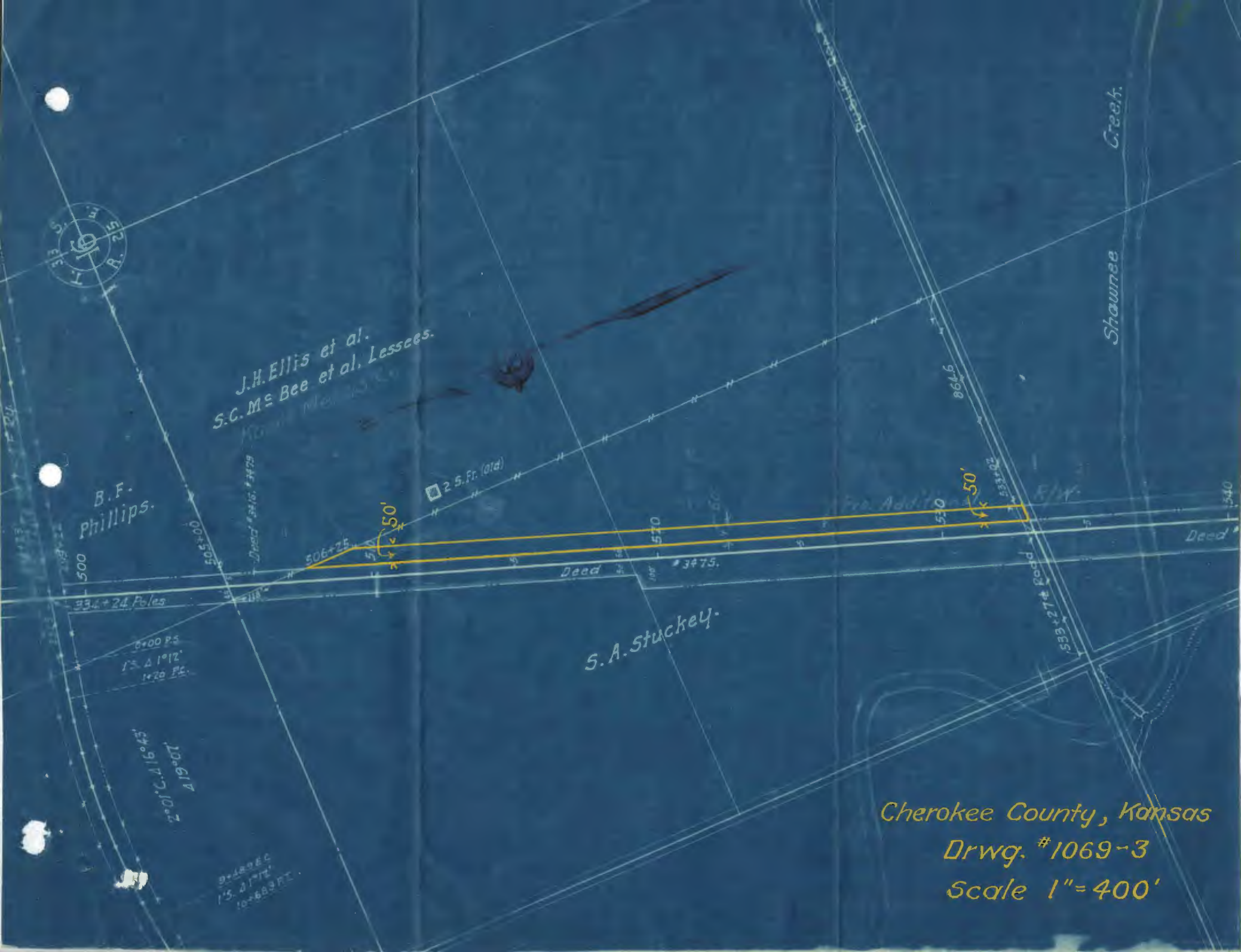
E. R. Paulson
By J. B. McKinnon, County Clerk
STATE OF KANSAS, } ss.
Jasper County, } 28

Received for Record on the
day of Sept 1923, at 9:00 o'clock
A. M., and duly Recorded in Book
106 of _____ at Page 678

Lora M. McKinnon
Register of Deeds.

Fee, \$





J.H. Ellis et al.
S.C. McBee et al. Lesses.

B.F. Phillips.

S.A. Stuckey.

Shawnee Creek.

Cherokee County, Kansas
Drwg. #1069-3
Scale 1"=400'

Deed No. 4497-U

:

WARRANTY DEED
DATED SEPTEMBER 12, 1923

FROM:

JAMES LARGE, ET AL

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

(2)
Warranty Deed
From
Jas. Lange et al
to

The Missouri, Okla.,
& Gulf Ry. Co.

K. O. & G. Deed No. 2050

No 19

Parcel #1

4497-11

W A R R A N T Y D E E D.

THIS INDENTURE, Made and entered into this 12th day of September 1923, by and between James Large, a widower, Clyde Large and Norma Large, his wife, Guy A. Large and Marie Large, his wife, of Cherokee County, Kansas, Winnie Bilello and Sam Bilello, her husband, of Craig ~~Labette~~ County, Oklahoma ~~Kansas~~, Ada Lewis and David J. Lewis, her husband, of Jackson County, Missouri, and Hattie E. Hudson and Theo Hudson, her husband, of Ottawa County, Oklahoma, parties of the first part, and The Missouri, Oklahoma & Gulf Railroad Company, a railroad corporation organized and incorporated under and by virtue of the laws of the state of Kansas, party of the second part,

WITNESSETH: That said parties of the first part for and in consideration of the sum of Twenty-five Hundred Dollars, (\$2500.00), the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns all the following described real estate situated in the County of Cherokee and state of Kansas, to-wit:-

A right-of-way across the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 36, T. 34 S., R. 24 E., being all that part of said 10 acres lying between the north and South Wagon Road, as laid out and fenced along the East side of said 10 acres, and North and West of the right-of-way of the St. Louis & San Francisco Railroad and between said lines and a line 50 feet, west of and parallel to the following described line, as follows, to-wit: Beginning at a point in the South side of said 10 acres at a distance of 285 ft. west from the Stone at the south-east corner of said 10 acres; thence running Northeastwardly curving to the left with a radius of 1432.69 ft. a distance of 680.5 ft. to a point in the Hedge line East and West, being the North line of the land owned by James Large, said point being 43 ft. west of the Hedge on the West side of the North and South Wagon Road, and 78 ft. West from the East line of said 10 acres, containing 2.379 acres, more or less.

Also all the following named lots, and parts of lots in Brewsters addition to the city of Baxter Springs, Kansas, and that part of the unplatted strip of land between the north side of Block 16, in the said addition, and the 40 acre line next north of said Brewster Addition, as follows, to-wit:

In Block 10.

That part of lots 1, 2, 3, 11, 12, 13 and 14, described as follows. Beginning at the N.E. corner of said lot 1; thence south on the East line thereof a distance of 45 ft.; thence S.W. to a point in the line between lots 1 and 2, at a distance of 115 ft. East from the S.W. corner of said lot 1; thence S.W. to a point in the lot line between lots 2 and 3, at a distance of 55 ft. East from the S.W. corner of lot 2; thence S.W. to a point in the West line of lot 3, at a distance of 35 ft. south from the N. W. corner of lot 3; thence S.W. to a point in the East line of lot 11, at a distance of 6.5 ft. south from the N.E. corner of lot 11; thence S.W. to a point in the south line of lot 11, at a distance of 55 ft. East of the S. W. corner thereof; thence S.W. to a point in the West line of lot 10, at a distance of 25 ft. South from the N.W. corner thereof; thence north on the West line of lots 10, 11, and 12, to a point in the West line of lot 12, at a distance of 22 ft. North from the S.W. corner thereof; thence N.E. to a point in the South line of lot 13, at a distance of 97 ft. West from the S.E. corner thereof; thence N.E. to a point in the South line of lot 14, at a distance

of 51 ft. West from the S. E. corner thereof; thence N.E. to a point in the North line of lot 14, at a distance of 4 ft. West from the N.E. corner thereof; thence East a distance of 140 ft. to the place of beginning.

In Block 15.

Beginning at a point in the South line of lot 2, at a distance of 70 ft. West from the S.E. corner thereof; thence N.E. to a point in the south line of lot 1, at a distance of 30 ft. West from the S.E. corner thereof; thence N.E. to a point in the East line of lot 1, at a distance of 43 ft. north from the S.E. corner thereof; thence south on the East line of lot 1 and 2, at a distance of 93 ft. to the S.E. corner of lot 2; thence West a distance of 70 ft. to the point of beginning.

In Block 16, and the unplatted strip North thereof.

Beginning at the S.W. corner of lot 3; thence north on the West line of lots 3 and 4, and across the unplatted strip, a distance of 130 ft. more or less, to a point in the 40 acre line; thence East on said 40 acre line a distance of 166 ft. more or less, to a point on the Northerly right-of-way line of the St. Louis & San Francisco Railroad. Thence following on said right-of-way Southwesterly to a point in the north line of lot 1, at a distance of 9 ft. east from the N.W. corner thereof; thence S.W. to a point in the west line of lot 1, at a distance of 13 ft. South from the N.W. corner thereof; thence S.W. to a point in the East line of lot 4, at a distance of 34 ft. South from the N.E. corner thereof; thence S.W. to a point in the North line of lot 3, at a distance of 97 ft. East from the N.W. corner thereof; thence S.W. to a point in the South line of lot 3, at a distance of 64 ft. East from the S.W. corner thereof; thence West a distance of 64 ft. to the S.W. corner of lot 3, the point of beginning.

It is hereby intended to convey all of such parts of lots, and lots, and a part of the unplatted strip north of Block 16 as are included and lying between the Westerly right-of-way line of the St. Louis & San Francisco Railroad, which line is parallel to the center line of the main track of said railroad, at a distance of 50 ft. measured at right angle thereto, and the West right-of-way line of the proposed The Missouri, Oklahoma & Gulf Railroad being a line 50 ft. West of and parallel to the center line of survey for said Missouri, Oklahoma & Gulf Railroad, according to the recorded map of same.

The parties of the first part reserve all minerals under said premises hereby conveyed, with the right to mine same, provided, however, that no wells shall be drilled or shafts sunk upon said premises above described, and no drifting or mining shall be done under same which will in any way endanger the surface support, or persons or property upon same or let down the tracks, engines, cars, trains or structures that may be placed thereon.

TO HAVE AND TO HOLD the same together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever, and said parties of the first part, for themselves, their heirs, executors or administrators do hereby covenant, promise and agree to and with said party of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple of and in, all and singular, the above granted and described premises with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever and that they will warrant and forever defend the same unto said party of the second part, its successors and assigns against said parties of the first part, their heirs and all and

every person ~~whomsoever~~ lawfully claiming or to claim the same.

The parties of the first part hereby waive all damages that may result to abutting or adjoining property owned and controlled by said parties of the first part caused or to be caused by the construction of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.



James Large
Clyde Large
Norma Large
Hattie E. Hudson
Theo Hudson
Eda Lewis
David T. Lewis
Guy A. Large
Winnie Large
Winnie Bilello
Sam Bilello

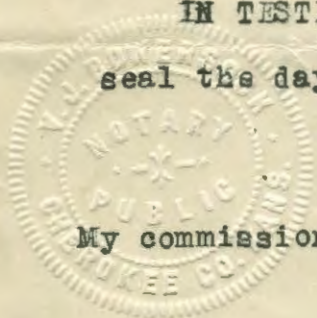
State of Kansas |
| SS
Cherokee County |

BE IT REMEMBERED, That on this 24th day of Sept. A.D., 1923, before me the undersigned, a Notary Public, in and for the County and State aforesaid, come James Large, a widower, Clyde Large and Norma Large, his wife, Winnie Bilello and Sam Bilello, her husband, and Hattie E. Hudson and Theo Hudson, her husband, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

V. Bowersock
Notary Public

My commission expires Feb 15-1926



State of Missouri |
County of Jackson | SS.

BE IT REMEMBERED, That on this 12th day of September A.D., 1923,
before me the undersigned, a Notary Public, in and for the County and State
aforesaid, came Ada Lewis and David T. Lewis
her husband
who are personally known to me to be the same persons who executed the within
instrument of writing and such persons duly acknowledged the execution of
the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal the day and year last above written.

Grable H. Duwall
Notary Public.

My commission expires May 19-1924

State of Nebraska |
County of Morrill | SS.

BE IT REMEMBERED, That on this 14th day of Sept A.D., 1923,
before me the undersigned, a Notary Public, in and for the County and State
aforesaid, came Guy A. Large and Maria Large
husband and wife
who are personally known to me to be the same persons who executed the within
instrument of writing and such persons duly acknowledged the execution of
the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
notarial seal the day and year last above written.

Eduard M. Bigelow
Notary Public.

My commission expires March 5th 1925



N. H.
James Large et al
To
The Mo. Okla. & Gulf
Railroad Co.

COPIED.....
DIRECT.....
INDIRECT.....
NUMERICAL.....

Entered for Transfer in my
office this 8th Day of Oct., 1923

E. B. Pattison
County Clerk
\$1.50

State of Kansas, Cherokee County, ss.

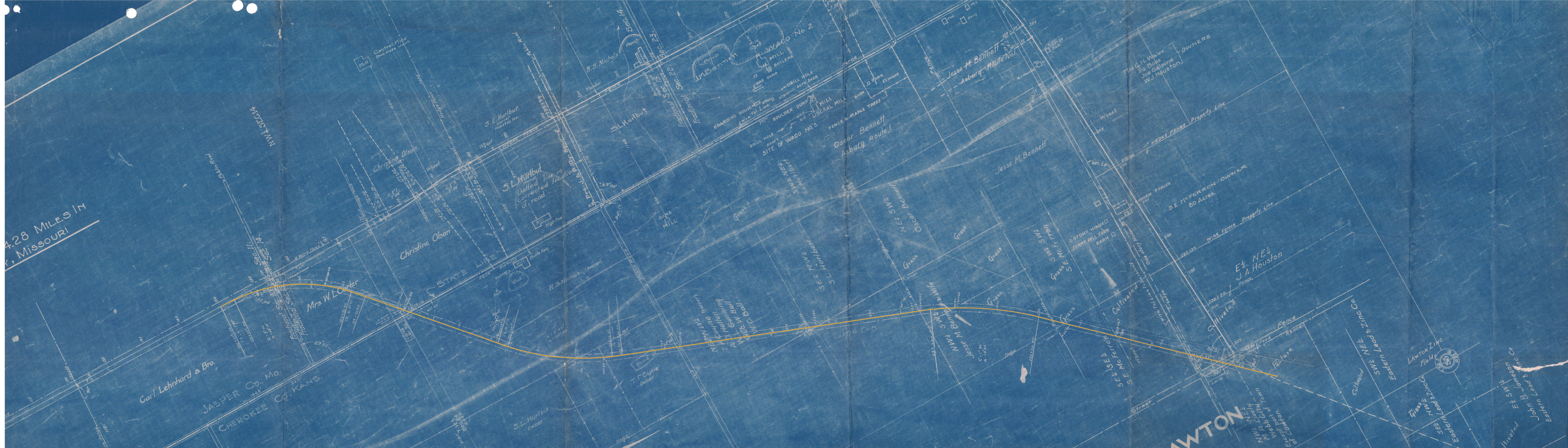
This instrument was filed for record on
the 8.....day of Oct.....A.D. 1923...
at 2.....o'clock.....M., and duly recorded
in Book.....Page.....Fee \$.....

Lora Whitmore
Register of Deeds

.....
Deputy



4.28 MILES IN
MISSOURI



K. C. Southern Ry. Co.

Deed No. 3230

Copy

In the Matter of the Application of The Kansas City Southern Railway Company, its successors and assigns, for an order granting the right and privilege to construct and maintain a line of steam railway over, on and across certain public roads and highways in Cherokee County, Kansas.

ORDER

Now on this 21st day of April, A.D., 1919,
the above matter coming on to be heard on the application of
The Kansas City Southern Railway Company for an order granting
to it the right and privilege of constructing, operating and
maintaining a line of steam railway over, on and across certain
public roads and highways in Cherokee County, Kansas, and the
Board having read said application and being fully advised in
relation to the matters and things therein contained, doth grant
said application, and it is therefore by The Board of County Com-
missioners of Cherokee County, Kansas, ordered:

First Crossing the State Line between Kansas and Missouri at a point on said state line 2625 feet north of the southeast corner of Section No.24, Township No.32, south, Range No.25, east, Cherokee County, Kansas

Second Crossing the public road running east and west between Section No.24 and Section No.25, Township No.32 south, Range No.25 east, Cherokee County, Kansas, at a point

Third

631 5/10 feet east of the hedge fence now standing on the west line of the southeast quarter($\frac{1}{4}$) of the southwest quarter($\frac{1}{4}$) of Section No. 24, Township No. 32 south, Range No. 25 east, Cherokee County, Kansas. Crossing the public road running east and west between sections No. 26 and No. 35, Township No. 32, south, Range No. 25 east, in Cherokee County, Kansas, at a point 261 feet east of the north west corner of the east half($\frac{1}{2}$) of the northeast quarter($\frac{1}{4}$) of Section No. 35, Township No. 32, south, Range 25 east, Cherokee County, Kansas.

Fourth

Crossing the public road running north and south between the east half($\frac{1}{2}$) of the northeast quarter($\frac{1}{4}$) and the west half($\frac{1}{2}$) of the northeast quarter($\frac{1}{4}$) of Section No. 35, Township No. 32 south, Range No. 25 east, in Cherokee County, Kansas, at a point 280 feet south of the northwest corner of the east half($\frac{1}{2}$) of the northeast quarter($\frac{1}{4}$) of section No. 35, Township No. 32, south, Range No. 25 east, Cherokee County, Kansas.

All of the aforesaid crossings of the said roads and highways being those described and set out in the maps and profiles duly filed in the office of the County Clerk of Cherokee County, Kansas.

Drac A. Kins

W. L. Westervelt

Board of County Commissioners of
Cherokee County, Kansas.

Attest

County Clerk.

Dec. 3230

Before the Board of County
Commissioners of
Cherokee County Kansas.
- o -

In the Matter of the Application
of the Kansas City Southern
Railway Company for an
Order granting the Right
and Privilege to Construct
and Maintain a line of
Steam Railway Over, On,
and Across Certain Public
Roads and Highways
in Cherokee County
Kansas.

OF CHEROKEE COUNTY, KANSAS.

In the Matter of the Application of The Kansas City Southern Railway Company, its successors and assigns for an order granting the right and privilege to ^{construct} ~~construct~~ and maintain a line of steam railway over, on and across certain public roads and highways in Cherokee County, Kansas.

A P P L I C A T I O N.

Comes now the The Kansas City Southern Railway Company, a Missouri Railway Corporation, and represents to this Honorable Board that it is a railway Company now operating a line of steam railway from the city of Kansas City in the State of Missouri ~~thru~~^{through} said state of Missouri, and ~~thru~~^{through} the states of Kansas, Arkansas, Louisiana and Texas, to Port Arthur in said State of Texas; that said Railway Company is desirous of making an extension of its line of railway into and ~~thru~~^{through} the county of Cherokee and the state of Kansas, beginning at a point on its present line near the Southeast corner of Section No. 10, Township _____ Range _____ in Jasper County, State of Missouri, and running southwest into the state of Kansas and into Cherokee County there in at a point on the state line on or about 2626 feet north of the Southeast corner of Section No. 24, Township No. 32 south, Range No. 25 east, thence continuing in a general southwesterly direction to the town of Lawton in Pleasant View Township in said Cherokee County, Kansas, and crossing certain public roads and highways all as shown more definitely by the blue print and map attached to and forming a part of this application.

Said company further represents that said line of rail way will be of general utility to the inhabitants and residents along the proposed line and that it is necessary to cross the public roads and highways as set out in the attached blue prints

and maps.

Wherefore The Kansas City Southern Railway Company
its successors and assigns, respectfully asks this Honorable Board
to grant it the right and privelege to construct its proposed line
of railway, construct grades, lay ties and rails, and to erect poles
and string wires thereon and do all such things as shall be nec-
essary and convenient in the construction operation and maintenance
of a steam railway over on and across all of the public roads and
highways as more specifically described in the blue print and map
attached hereto and to enter on the minutes of this Honorable Board
a formal order conferring such right and privelege aforesaid.

The Kansas City Southern Railway Company,

By

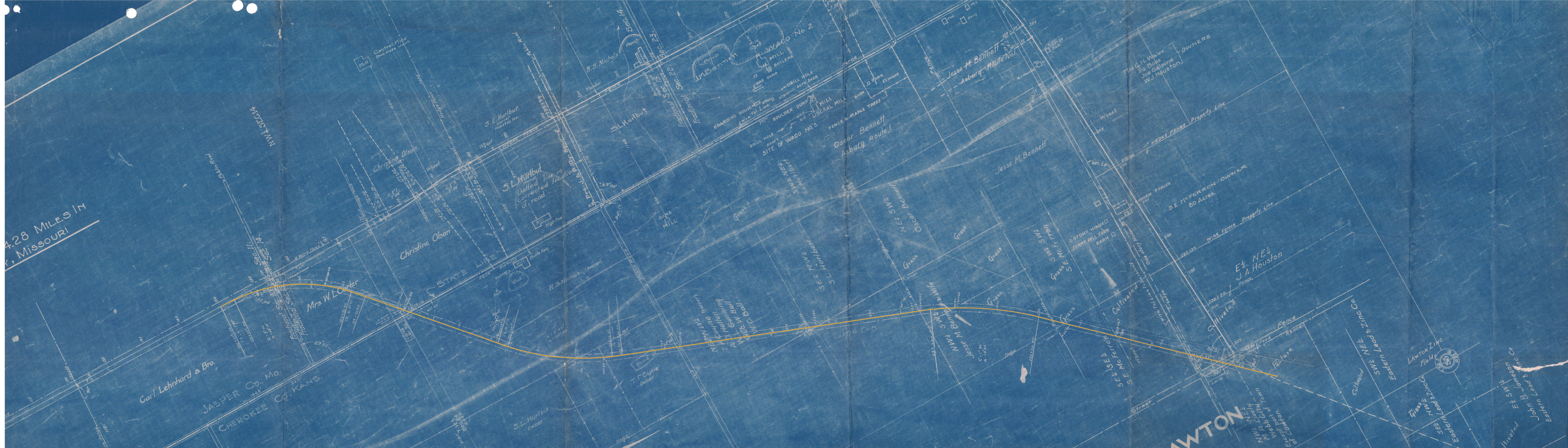
Cyrus Crane

Hugh E Martin

W. F. Williams

Its Attorneys.

4.28 MILES IN
MISSOURI



Deed No. 4497-CC

:

WARRANTY DEED FOR RIGHT OF WAY
dated October 10, 1912

FROM:

ALBERT NORMAN

TO:

MISSOURI, OKLAHOMA & GULF RAILROAD CO.

4497-CC

✓ OK JWB

WARRANTY DEED FOR RIGHT OF WAY

TO THE MISSOURI, OKLAHOMA & GULF RAILROAD COMPANY

THIS INDENTURE, Made this 10th day of October A. D. 1912
by and between Albert Norman a widower
of Kansas County, State of Oklahoma, part of the
first part, and The Missouri, Oklahoma & Gulf Railroad Company,
Kansas, a corporation organized under the laws
of the State of Oklahoma, party of the second part.

WITNESSETH: That the said part 1 of the first part, for and in consideration of the sum of Fifty and 2/100 Dollars, in hand paid, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second
part, its successors and assigns forever, the following described real estate and premises, to-wit, a strip, belt or piece
of land feet in width, extending over and across Lot 7, Block 4 of
the City of Baxter Springs Township, Range East, situate in Cherokee
County, State of Kansas particularly described as follows, to-wit:

All that portion of Lot 7, Block 4, Brewster's First Addition to
the City of Baxter Springs, Cherokee County, Kansas, more particularly
described as follows: Beginning at the northwest corner of said lot;
running thence east along the north line thereof a distance of about
17 feet to a point, said point lying on the easterly side of and 50
feet distant from, measured at right angles, to the center line of the
Missouri, Oklahoma & Gulf Railroad; running thence southerly and paral-
lel to said center line a distance of about 47 feet to the intersection
of said line with the south line of said lot; thence west along said
south line a distance of about 15 feet to the southwest corner of said
lot; thence north along the west line of said lot a distance of ^{about} 46 feet
to place of beginning.

0.017402

TO HAVE AND TO HOLD the premises hereby conveyed together with all the improvements thereon and appur-
tenances and immunities thereunto belonging or in any wise appertaining, forever and warrant the title to the same.

The party of the first part as a part of the consideration hereof does hereby waive all damages that may
result to abutting or adjoining property owned or controlled by him
caused or to be caused by the construction and operation of a railroad over the property herein conveyed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal
the day and year first above written.

Albert Norman (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF Kansas

Cherokee County } ss.

Before me G. E. Rucker a Notary Public in and for said County
and State, on this 10th day of October, 1912, personally appeared
Albert Norman a widower
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to
me that he executed the same as his free and voluntary act and deed for the uses and pur-
poses therein set forth.

WITNESS my hand and seal as such Notary Public on this 10th day of October, 1912

G. E. Rucker
Notary Public.

My Commission Expires Mar 18-1916

70037

Valuation No. 18

✓ 8 10

8

13

L. J. Beck & Brewster

From Station

To Station

WARRANTY DEED FOR RIGHT OF WAY

FROM

Albert Norman

TO

MISSOURI, OKLAHOMA AND GULF RAILROAD COMPANY

STATE OF KANSAS, }
Cherokee County, }

This instrument was filed for record on
the 22nd day of Nov
A. D. 1912 at 8:12 o'clock A. M.
and duly recorded in Book 78 Page 233

James A. C. Reg. of Deeds.
Francis L. Dwy. Depy.

Parcel #16

mail E. R. Jones Muskogee

THE BOWMAN PRESS, MUSKOGEE

K. O. & G. Deed No.

1292

26-32-25

DIRECT.....✓
INDIRECT.....✓
NUMERICAL.....✓

Deed No. 3237

135- Plat. 232

W A R R A N T Y D E E D

THIS INDENTURE, made this 20 day of May, 1919, by and between S. E. McFerron and Hattie McFerron, his wife, of Cherokee County, in the state of Kansas, parties of the first part, and The Kansas City Southern Railway Company, a corporation of the state of Missouri, party of the second part, WITNESSETH: that--

The said parties of the first part in consideration of the sum of Six Hundred Fifty Dollars (\$650.00) to them duly paid (the receipt of which is hereby acknowledged), do by these presents, sell and convey unto the said party of the second part, its successors and assigns, all the grantors' interest in the following described lot, tract or parcel of land lying, being and situate in the County of Cherokee and State of Kansas, to-wit:

All that part of a strip of land lying in the southwest quarter (S. W. $\frac{1}{4}$) of the southwest quarter (S. W. $\frac{1}{4}$), section twenty-five (25); and the southeast quarter (S. E. $\frac{1}{4}$) of the southeast quarter (S. E. $\frac{1}{4}$), Section twenty-six (26), township thirty-two (32) south, range twenty-five (25) east, one hundred (100) feet in width, being fifty (50) feet on each side of a center line described as follows:

Beginning at a point on the north line of the southwest quarter (S. W. $\frac{1}{4}$) of southwest quarter (S. W. $\frac{1}{4}$) of said section twenty-five (25), said point being eighty-five (85) feet east of the northwest corner of the southwest quarter (S. W. $\frac{1}{4}$) of southwest quarter (S. W. $\frac{1}{4}$) of said section twenty-five (25); thence southwesterly on tangent making a southwest angle of forty-eight (48) degrees, twenty-seven (27) minutes with the north line of the southwest quarter (S. W. $\frac{1}{4}$) of southwest quarter (S. W. $\frac{1}{4}$) of said section twenty-five (25), a distance of one thousand seven hundred seventy-nine and five tenths (1,779.5) feet more or less to the south line of the southeast quarter (S. E. $\frac{1}{4}$) of said section twenty-six (26) two hundred fifty-one (251) feet east of the southwest corner of the southeast quarter (S. E. $\frac{1}{4}$) of southeast quarter (S. E. $\frac{1}{4}$) of said section twenty-six (26); said tract containing four and eight-hundredths (4.08) acres more or less, less that part included in streets and alleys of Mack's Addition to Lawton, Kansas, and being represented by space enclosed within yellow lines on the attached blue print which is made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, as a railroad right of way.

And the said S. E. McFerron and Hattie McFerron, his wife, for themselves, their heirs, executors or administrators, do hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents said interest in said premises is free, clear, discharged and unencumbered, of and from all other and former grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances, of what nature or kind soever, by, through or under said parties of the first part, and that they will warrant and forever defend said interest unto the said party of the second part, its successors and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same by, through or under the parties of the first part; reserving, however, all the mineral lying beneath the surface of said tract, and the right to mine and remove the same, provided that sufficient pillars and supports are left to support the ground and prevent the surface from caving or falling in, and provided further that no shafts shall be sunk, or the surface of the ground broken on the right of way above described.

The grantee herein agrees to make and maintain a suitable farm crossing at some convenient point in said strip, said point to be designated by the grantors.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

S. E. McFerron (SEAL)

Hattie McFerron (SEAL)
Parties of the First Part.



STATE OF Missouri }
COUNTY OF Jasper } SS.

On this 20 day of May, 1919, before me,
S. S. White, a notary public in and for said
county, personally appeared S. E. McFerron and Hattie McFerron,
his wife, to me known to be the persons described in and who
executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal at my office in Asbury
the day and year first above written.

S. S. White
Notary Public

My term expires July 26 1920.

OK.
S. S. White

Approved
S. S. White
As to description

1913, before me,

a notary public in and for said

E. McEberton and Hattie McEberton,

persons described in and

and acknowledged first

and deed.

I have hereunto set my hand

office in

written.

Entered in TRANSFER RECORD in
my office this 22nd day of June

1919 Anna W. Masters
County Clerk.

By Deputy.

STATE OF KANSAS,
Deer Creek County.

This instrument was filed for record on
the 12th day of June
A. D. 1919 at 8:30 o'clock a.
and duly recorded in Book 92 Page 360

Minnie B. Murray
of Deeds



ALTON

all Kion

Dead N^o 3526

Posted on 1069-3

2°01' C. 416°43'

419°07'

$$\begin{array}{r} 9 + 4895 \\ 15. 21012 \\ 10 + 688 \end{array}$$

15. A 10/12
1420 PC

Deed # 4496

500

Phyll

DE STL ~ S.F. Ry

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS.

In re:

Application of the Kansas City
Southern Railway Company for
permission to construct an
overhead crossing at a point on
the Section line running east and
west between Sections 16 and 21,
Township 33, Range 25 in Shawnee
Township, Cherokee County, Kansas.

ORDER.

Now on this 4th day of September A. D., 1923, the above
matter coming on for hearing before the Honorable Board of County
Commissioners of Cherokee County, Kansas, upon the application of
the Kansas City Southern Railway Company for right, privilege and
authority to construct overhead crossing at a point where the
extension of the Kansas City Southern Railway Company's proposed line
in Cherokee County crosses the Public Highway running east and west
between sections 21 and 16 in Township 33, Range 25, in Cherokee
County, Kansas; and the Board having heard the arguments and the
presentation of the application on the part of the petitioner, and
being fully advised in the premises doth order:

The right, authority and permission is hereby granted to the
Kansas City Southern Railway Company to construct at its own expense,
over the public highway running east and west between Sections 21
and 16, Township 33, Range 25, in Shawnee Township, Cherokee County,
Kansas, an overhead crossing and the height of said crossing to be
not less than 12 feet from the surface of the highway and to be not
less than 23 feet and six (6) inches in width; and it is further
ordered that said Kansas City Southern Railway Company shall so
construct its abutments and approaches so that in the event it shall
be necessary at any time in the future to improve said highway and
reduce the grade thereof, that sufficient provision be made so that
the road bed of said highway may be lowered, not to exceed 2 feet,

✓

without danger to said approaches or to the crossing provided for herein;

And it is further ordered that the provisions, rights and authorities herein granted are all subject to the approval, ratifications and indorsement of the State Highway Commission of the State of Kansas.

as before
T. E. Rose
County Attorney

W. L. Eakin
E. H. Schuman
Stice Paul
Board of County Commissioners of
Cherokee County, Kansas.

S. S. Willson
Approved, State Highway Engineer.

It is agreed by all parties that the board of County Commissioners of Cherokee County and the Kansas Highway Commission will decide the time that a clear head room of not less than 14 feet for this crossing is required by the traveling public, by the reduction of the elevation of the highway.

approved as before
T. E. Rose
County Attorney

W. L. Eakin
E. H. Schuman
Stice Paul
BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY

Approved

S. S. Willson
State Highway Engineer.



14 E 89+11
J.H. Ellis et al.
S.C. Mc Bee et al, Lessees.

B.F.
Phillips.

Deed #3506
334+24 P.M.
Deed #3496
0+00 P.S.
13.8 (12)
10+20 P.S.

2°01' C. 215°43'
419°07'

9+48.9 E.C.
1°5. 41°12'
10+68.3 P.T.

2 S. Fr. (old)

S.A. Stuckey.

Deed #3506

Deed #3508

Deed #3475

Deed #3506

Deed #3506

Deed #3470

PUBLIC ROAD

Deed #3526 for Overhead Xing.

Shawnee
Creek.

W.F.

Add 50% Revenue

10-967 May 1923.

#6
Deed No 3466

mile 15

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

ss.

County of CHEROKEE

26th

May

BE IT REMEMBERED, That on this _____ day of _____, A. D., 19 23 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. K. Lennon President of the Schermerhorn Investment Company a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and John McCullagh Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

My commission expires 1-25-26, 19 26

John McCullagh
Notary Public

APPROVED AS TO FORM

J. H. Moor
Att. General Solicitor

APPROVED AS TO EXECUTION

J. H. Moor
Att. General Solicitor

COPIED
DIRECT
INDIRECT
NUM WARRANTY Deed

Original compared with record
FROM

The Schermerhorn Investment Co.

TO

The Kansas City Southern Railway Co.

Entered in Transfer Record in my office this 13th day of June 19 23

County Clerk

STATE OF KANSAS,

ss.

Cherokee County,

Received for Record on the 13 day of June 19 23, at 7:20 o'clock A. M. and duly Recorded in Book 93 of Deeds at Page 75

Register of Deeds.

Fee, \$



Approved

Kansas Warranty Deed

(CORPORATION)

This Indenture, Made this 26th day of May, A. D., 1923,

between The Schermerhorn Investment Company

a corporation, duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas and having its principal place of business at Galena,

in the State of Kansas, party, of the first part, and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of ~~the~~ ~~State of~~ the State of Missouri, party, of the second part:

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of ONE THOUSAND SIXTY FIVE AND NO/100-----DOLLARS, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey successors unto said party of the second part, its/ ~~heirs~~ and assigns, all of the following described REAL ESTATE, situated in the County of Cherokee and State of Kansas

to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29, 932 feet south of the center of said Sec. 29; thence southwesterly 1776.6 feet; thence on a curve to the right having a radius of 5729.65 feet a distance of 80.4 feet to a point on the south line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 29, 599.5 feet east of the south-east corner said $\frac{1}{4}$ section. Area 4.26 acres and is enclosed within yellow lines on the attached blue print which is made a part hereof. Except mining lease to John H. Levell recorded in the records of Cherokee County, Kansas, in Lease and Agreement Record "I", Pages 210 and 211.



TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said THE SCHERMERHORN INVESTMENT COMPANY for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents, it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature and kind soever,

and that it will WARRANT and FOREVER DEFEND the same unto said party, of the second part, its successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

ATTEST:

John McCreary, Secretary.

of the *Schermerhorn Investment Co.*

By

J. K. Leumer President.

The Schermerhorn Investment Co.

Fred Wells.
Rakowsky et al. Lessees.

Jennie Ferguson.

Lula Wellman.
Victor Rakowsky et al. Lessees

E.B. Schermerhorn.
Chanute Spelter Co. Lessee.

Estelle



645+796 PC

646+60 ± Public Road

1°00' C.
414°20'



Bar.

2.5. Fr.

W 1001 Dead 3466 Posted on 1069-3 B2-382

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

County of CHEROKEE

ss.

23rd

July

BE IT REMEMBERED, That on this _____ day of _____, A. D., 1923, before me, he undersigned, a Notary Public in and for the County and State aforesaid, came J. K. Lennon President of the Schermerhorn Investment Company a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and John McCullagh Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

My commission expires 1-25, 1926

John McCullagh
Notary Public

APPROVED
J. H. Moots
General Solicitor
APPROVED AS TO EXECUTION
J. H. Moots
General Solicitor

COPIED
DIRECT

Quit-Claim Deed

Obtained submitted with record

The Schermerhorn Investment Co

TO

The Kansas City Southern Railway Co.

Entered in Transfer Record in my office this _____ day of _____ 19____

County Clerk

STATE OF KANSAS,
Cherokee County,
ss.
Received for Record on the 26 day of July, 1923, at 8 o'clock P. M., and duly Recorded in Book 104 of Deeds at Page 500
Lora Whitmore

Register of Deeds.

Fee, \$



Kansas Quit-Claim Deed

CORPORATION

This Indenture, Made this

23rd

day of

July

A. D., 1923, between

The Schermerhorn Investment Company

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas, and having its principal place of business at Galena,

in the State of Kansas, part y, of the first part, and The Kansas City Southern Railway Company, a corporation organized and existing under the laws of

~~XXXX~~~~County, XXXX~~ the State of Missouri, party, of the second part,

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of ONE AND NO/100-----DOLLARS, to it duly paid, has sold, and by these presents do Remise, Release and Quitclaim successors unto the said part y of the second part, its / ~~XXXX~~ and assigns, forever, all that tract or parcel of land situated in the County of Cherokee and State of Kansas, and described as follows, to-wit:

A 100 foot strip of land being 50 feet on either side of the following described center line through the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29, T 33 S, R 25 E, Cherokee County, Kansas: Beginning at a point on the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29, 932 feet south of the center of said Sec. 29; thence southwesterly 1776.6 feet; thence on a curve to the right having a radius of 5729.65 feet a distance of 80.4 feet to a point on the south line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ said Sec. 29, 599.5 feet west of the southeast corner said $\frac{1}{4}$ $\frac{1}{4}$ section. Area 4.26 acres and is enclosed within yellow lines on the attached blue print which is made a part hereof. Except mining lease to John H. Levell recorded in the records of Cherokee County, Kansas, in Lease and Agreement Record "I", Pages 210 and 211. ~~The purpose of this conveyance is to correct error in the description in warranty deed dated May 26, 1923~~ The purpose of this conveyance is to correct error in description in warranty deed dated May 26, 1923, from The Schermerhorn Investment Company to The Kansas City Southern Railway Company, which deed is recorded in Book 95, Page 75, of the Records of Cherokee County, Kansas.

with the appurtenances, and all the estate, title, and interest of the said party of the first part therein.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said party of the second part, its / ~~XXXX~~ successors and assigns, forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf, by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

THE SCHERMERHORN INVESTMENT COMPANY,

By

J. K. Leman

President.

Attest:

Secretary.

Fred Wells.
Rahm et al. Lessees.

Jennie Ferguson.

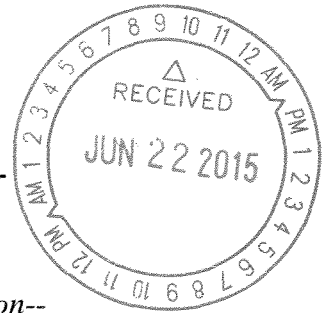
Lula Wellman.
Victor Rakowsky et al. Lessees



E.B. Schermerhorn.
Chanute Spelter Co. Lessee.

Estell

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.



STB Docket No. AB-103 (Sub-No. 9X)

The Kansas City Southern Railway Company--Abandonment Exemption--

In Jasper County, MO and Cherokee County, KS

238660

ENTERED

Office of Proceedings

June 22, 2015

Part of Public Record

NOTICE OF INTENT TO PARTIALLY
TERMINATE TRAIL USE

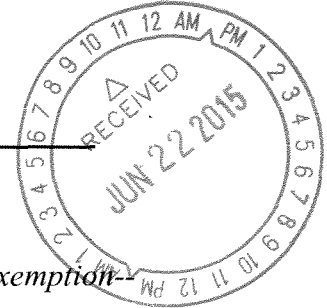
Ozark Regional Land Trust
P.O. Box 440007
St. Louis, MO 63144

Peter Murrey
William Weeks
Conservation Law Center
116 S. Indiana Avenue
Bloomington, IN 47408

Attorneys for Ozark Regional
Land Trust

Dated: June 16, 2015

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.



STB Docket No. AB-103 (Sub-No. 9X)

The Kansas City Southern Railway Company--Abandonment Exemption--

In Jasper County, MO and Cherokee County, KS

NOTICE OF INTENT TO PARTIALLY
TERMINATE TRAIL USE

Pursuant to 49 C.F.R. § 1152.29(d)(2), Ozark Regional Land Trust ("ORLT") respectfully requests that the Surface Transportation Board ("STB") partially vacate the notice of interim trail use/railbanking ("NITU") issued in *The Kansas City Southern Railway Company--Abandonment Exemption--In Jasper County, MO and Cherokee County, KS*, Docket No. AB-103(Sub-No. 9X) (Decided June 12, 1997). In support of this motion, ORLT states:

1. In 1994, the Kansas City Southern Railway Company ("KCS") filed a notice of exemption to abandon two of its branch lines, more specifically:
 - a. The Baxter Springs Branch from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS; and

- b. The Waco Branch from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO.
2. The Rails-to-Trails Conservancy (“RTC”) sought a NITU pursuant to the National Trails Act, 16 U.S.C. § 1247(d), for both the Baxter Springs Branch and Waco Branch lines. The NITU was granted and published in the Federal Register, 59 Fed. Reg. 66048, on December 22, 1994.
3. In 1997, ORLT and RTC jointly petitioned the STB to substitute ORLT as interim trail manager for both the Baxter Springs Branch and Waco Branch lines. The STB vacated the 1994 NITU and issued ORLT a NITU for both lines, served June 17, 1997. A copy of the extant NITU is attached.
4. ORLT wishes to terminate interim trail use on the entire Baxter Springs Branch rail line. ORLT respectfully requests that the Board vacate the NITU as it applies to the Baxter Springs Branch line on July 15, 2015.
5. Copies of the decision and revised NITU should be sent, as follows:
 - a. The abandonment exemption applicant:
 - i. Kansas City Southern Railway Company
Attn: David Reeves, Esq.
P.O. Box 219335
Kansas City, MO 64121-9335.
 - b. The owner of the right-of-way and trail sponsor:
 - i. Peggy Horner
Ozark Regional Land Trust
P.O. Box 440007
St. Louis, MO 63144

Respectfully submitted,

Ozark Regional Land Trust

By its attorneys,



Peter Murrey
Graduate Fellow Attorney
Conservation Law Center
116 S. Indiana Avenue
Bloomington, IN 47408



W. William Weeks
Director
Conservation Law Center
116 S. Indiana Avenue
Bloomington, IN 47408

CERTIFICATE OF SERVICE

I certify that I this day have served copies of the foregoing pleading upon each of the parties by mailing them copies thereof, with first-class postage prepaid.

Dated at Bloomington, IN this 16th day of June, 2015.



Peter Murrey

DO

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB-103 (Sub-No. 9X)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY--ABANDONMENT EXEMPTION--
-IN JASPER COUNTY, MO AND CHEROKEE COUNTY, KS

Decided: June 12, 1997

The Kansas City Southern Railway Company (KCS) filed a notice of exemption under 49 CFR 1152 Subpart F--Exempt Abandonments to abandon two of its branch lines: (1) the Baxter Springs Branch from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS; and (2) the Waco Branch from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO. The Rails to Trails Conservancy (RTC) also sought issuance of a notice of interim trail use/rail banking (NITU) pursuant to 16 U.S.C. 1247(d). A notice of exemption and NITU was served and published in the *Federal Register* [59 FR 66048-49] on December 22, 1994.¹

On June 8, 1995, counsel for RTC and Ozark Regional Land Trust (ORLT) filed a statement of willingness to assume financial responsibility on behalf of ORLT because RTC was negotiating the assignment of its rights under the rail banking agreement to ORLT.

In a joint motion filed May 19, 1997, RTC and Ozark Regional Land Trust (ORLT) request substitution of ORLT as interim trail manager/rail banker in this proceeding. RTC states that, on March 31, 1997, it entered into an agreement with ORLT, whereby the former agreed to deed the corridor to the latter, with ORLT agreeing to assume full responsibility for management of, and liability and payment of taxes for, the right-of-way, as required under 49 CFR 1152.29. RTC states that it wishes to terminate its trail use of the corridor and ORLT wishes to substitute as the interim trail manager. By letter dated June 9, 1997, KCS consents to ORLT's replacing RTC as the interim trail manager/rail banker.

Petitioners have submitted a copy of the extant NITU and a statement of willingness to assume financial responsibility by the new trail user. The parties have also indicated that responsibility for the right-of-way is to transfer to ORLT as of the date the new NITU is issued. Petitioners' submission meets the requirements of 49 CFR 1152.29(f), and the requested relief will be granted.

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. The NITU served December 22, 1994, is vacated.
3. A replacement NITU applicable to Ozark Regional Land Trust as interim trail user is issued, effective on the service date of this decision.

¹ KCS and RTC entered into an interim trail use/rail banking agreement for the entire corridor, including bridges and ballast, on March 29, 1994.

4. The new trail user is required to assume, for the term of the agreement, full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against, the right-of-way.

5. Interim trail use/rail banking is subject to the future restoration of rail service and to the new user continuing to meet the financial obligations for the right-of-way.

6. If the new trail user intends to terminate trail use, it must send the Board a copy of this decision and notice and request that it be vacated on a specified date.

7. This decision is effective on its service date.

By the Board, David M. Konschnik, Director, Office of Proceedings.

Vernon A. Williams
Secretary

1995 WL 1958 (I.C.C.)

SURFACE TRANSPORTATION BOARD (S.T.B.)

KANSAS CITY SOUTHERN RAILWAY COMPANY—ABANDONMENT—BAXTER SPRINGS BRANCH AND
WACO BRANCH

Served Date: January 3, 1995

INTERSTATE COMMERCE COMMISSION

ENVIRONMENTAL ASSESSMENT

NO. **AB-103** (SUB-NO. **9X**)

*1 By the Commission, Elaine K. Kaiser, Chief, Section of Environmental Analysis.

In the above entitled proceeding, the Kansas City Southern Railway Company (KCS) has filed a notice of exemption under [49 CFR 1152.50](#) seeking exemption from the requirements of [49 U.S.C. 10903](#) and [10904](#) in connection with the abandonment of its railroad line. The line is located between milepost 6.93 E and milepost 8.35 E in Kansas City and Independence, a distance of 1.42 miles in Jackson County, Missouri. A map depicting the rail line in relationship to the area served is appended to the report. If the notice becomes effective, the railroad will be able to salvage track, ties and other railroad appurtenances and to dispose of the right-of-way.

The railroad has submitted an environmental report that concludes the quality of the human environment will not be affected significantly as a result of the abandonment or any post-abandonment activities, including salvage and disposition of the right-of-way. The railroad has served the environmental report on a number of appropriate Federal, state, and local agencies as required by the Commission's environmental rules. [[49 CFR 1105.7\(b\)](#).] We have investigated the record in this proceeding. Also, we have contacted appropriate agencies and individuals to verify the railroad's report and to obtain additional information and comments regarding the potential environmental effects of the proposed abandonment. Contacts have included the U.S. Army Corps of Engineers; U.S. Department of Interior, Fish and Wildlife Service; U.S. Soil Conservation Service; U.S. Environmental Protection Agency; state environmental offices; the state historic preservation offices and local representatives.

Based on the information provided from all sources to date we conclude that, as currently proposed, abandonment of the line will not significantly affect the quality of the human environment. Therefore, the environmental, impact statement process is unnecessary.

Alternatives to the proposed abandonment would include denial (and, therefore, no change in operations), discontinuance of service without abandonment and continued operation by another operator. In any of these cases, the existing quality of the human environment and energy consumption should not be affected.

If abandonment and salvage of the rail line does take place, the right-of-way may be suitable for other public use. A request containing the requisite four-part showing for imposition of a public use condition ([49 CFR 1152.28](#)) must be filed with the Commission and served on the railroad within the time specified in the Federal Register notice.

A request for a notice of interim trail use (NITU) is due to the Commission, with a copy to the railroad, within 10 days of publication of the notice of exemption in the Federal Register. However, the Commission will accept late-filed requests as long as it retains jurisdiction to do so. See Ex Parte No. 274 (Sub-No. 13), Railroad [Abandonments—Supplemental Trails Act Procedures](#), 4 I.C.C.2d 152, 158 (1987) and Illinois [Commerce Commission v. I.C.C.](#), 848 F.2d 1246, 1261 (D.C.Cir.1988). Such request must comply with the Commission's rules for use of rights-of-way as trails ([49 CFR 1152.29](#)).

*2 Questions regarding interim trail use, public use, and other reuse alternatives should be directed to the Commission's Section of Public Assistance, Room 3148, Washington, DC 20423 at (202) 927-7597.

An original and one copy of any comments regarding this environmental assessment should be directed to the Commission's Section of Environmental Analysis, Room 3221, Washington, DC 20423, to the attention of Tawanna Sanders, who prepared this environmental assessment. Please refer to Docket No. **AB-103** (Sub-No. **9X** in all correspondence addressed to the Commission. Questions regarding this environmental assessment should be referred to Tawanna Sanders at (202) 927-6203.

Date made available to the public: December 23, 1994.

Comment due date: January, 4, 1995.

Vernon A. Williams

Secretary

EXHIBIT A

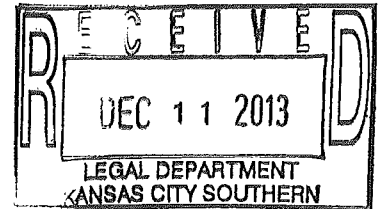
TABULAR OR GRAPHIC MATERIAL SET FORTH AT THIS POINT IS NOT DISPLAYABLE
1995 WL 1958 (I.C.C.)

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CONSERVATION
LAW CENTER



116 South Indiana • Bloomington, Indiana 47408

phone: 812-856-0229 • fax: 812-855-1828

admin@conservationlawcenter.org • www.conservationlawcenter.org

Kansas City Southern Railway Company
Attn: David Reeves, Esq.
P.O. Box 219335
Kansas City, MO 64121-9335

Re: Termination of ORLT Interim Trail Use; STB Docket No. AB-103 (Sub-No. 9X)

December 2, 2013

Dear Mr. Reeves:

This letter is in regard to Surface Transportation Board Docket No. AB-103 (Sub-No. 9X). In 1994, a notice of interim trail use/railbanking for the Rails-to-Trails Conservancy (RTC) was issued covering two Kansas City Southern Railway Company (KCS) rail lines. More specifically, the NITU covered:

- (1) the Baxter Springs Branch from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS; and
- (2) the Waco Branch from milepost W1 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO.

In 1997, RTC assigned its trail rights to the Waco Branch and Baxter Spring Branch lines to the Ozark Regional Land Trust (ORLT), and ORLT was substituted for RTC as interim trail manager for the lines.

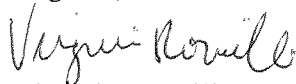
Unfortunately, ORLT considers that it is no longer able to shoulder the financial and administrative burdens of managing interim trail use on the rail lines. In recent years, ORLT has made efforts to identify one or more substitute trail managers. Over the next couple of months,

U ORLT will continue in its efforts to find other organizations willing to assume long-term responsibility for trail management on the rail lines.

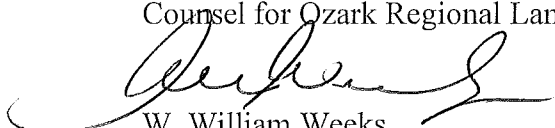
Pursuant to Paragraph 17 of the KCS-RTC railbanking agreement, this letter serves as 60-day written notice to KCS of ORLT's decision to terminate interim trail use for the rail lines covered by the NITU in Docket No. AB-103 (Sub-No. 9X). At the expiration of the 60-day notice period, ORLT will file a motion with the Surface Transportation Board to terminate trail use on the Waco Branch and Baxter Springs Branch rail lines and request that the NITU be vacated.

In the event that ORLT identifies other organizations or entities interested in managing one or both of the rail lines for trail use, ORLT will provide KCS with an update. Please feel free to contact me with any questions in the meantime.

Regards,



Virginie Roveillo
Graduate Fellow
Conservation Law Center
116 S. Indiana Ave.
Bloomington, IN 47408
(812) 855 1824
virgrove@indiana.edu
Counsel for Ozark Regional Land Trust



W. William Weeks

Director
Conservation Law Center
116 S. Indiana Ave.
Bloomington, IN 47408
(812) 855-0615
wwweeks@indiana.edu
Counsel for Ozark Regional Land Trust

CC: Ted Heisel, Ozark Regional Land Trust

KANSAS CITY SOUTHERN

MAILING ADDRESS: P.O. BOX 219335 • KANSAS CITY, MO 64121-9335



FOUNDED 1887

OFFICE AND EXPRESS DELIVERY ADDRESS:
427 WEST 12TH STREET
KANSAS CITY, MO 64105

DAVID C. REEVES
ASSOCIATE GENERAL COUNSEL
(816) 983-1387
FAX (816) 983-1227

E-MAIL: DREEVES@kcsouthern.com

July 24, 2015

VIA E-FILING

Cynthia T. Brown, Chief
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001

RE: The Kansas City Southern Railway Company—Abandonment Exemption—In Jasper
County, MO and Cherokee County, KS
Docket No. AB-103 (Sub-No. 9X)
Notice of Abandonment Consummation of Baxter Springs Branch

Dear Ms. Brown:

The above-referenced abandonment docket encompasses two branch lines previously operated by The Kansas City Southern Railway Company ("KCS") – the Baxter Springs Branch (from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS) and the Waco Branch (from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO). Pursuant to a Notice of Interim Trail Use ("NITU") issued June 17, 1997, both branches were rail-banked with Ozark Regional Land Trust ("ORLT") as the interim trail sponsor.

By decision issued July 22, 2015, the Board granted ORLT's request to vacate the June 17, 1997 NITU, and issued a replacement NITU applicable only to the Waco Branch. Vacation of the June 17, 1997 NITU removes the Baxter Spring Branch from the rail banking program. Therefore, the July 22, 2015 decision states that "KCS may fully abandon the 9.50-mile Baxter Springs Branch..., and must notify the Board of the date of consummation" within 60 days.

KCS hereby notifies the Board that it has consummated abandonment of the Baxter Springs Branch, effective July 23, 2015.

Sincerely,

David C. Reeves

cc: Peter Murrey, Attorney for
Ozark Regional Land Trust

KANSAS CITY SOUTHERN

MAILING ADDRESS: P.O. BOX 219335 • KANSAS CITY, MO 64121-9335



FOUNDED 1887

OFFICE AND EXPRESS DELIVERY ADDRESS:
427 WEST 12TH STREET
KANSAS CITY, MO 64105

DAVID C. REEVES
ASSOCIATE GENERAL COUNSEL
(816) 983-1387

FAX (816) 983-1227
E-MAIL: DREEVES@kcsouthern.com

June 30, 2015

VIA E-FILING

Cynthia T. Brown, Chief
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001

RE: The Kansas City Southern Railway Company—Abandonment Exemption—In Jasper
County, MO and Cherokee County, KS
Docket No. AB-103 (Sub-No. 9X)

Dear Ms. Brown:

By Decision and Notice of Interim Trail Use or Abandonment served in this Proceeding on June 17, 1997, the Board issued a Notice of Interim Trail Use ("NITU") to Ozark Regional Land Trust ("ORLT") covering two branch lines previously operated by The Kansas City Southern Railway Company ("KCS") – the Baxter Springs Branch (from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS) and the Waco Branch (from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO). Both branches were included in the above-captioned abandonment exemption docket.

On June 22, 2015, ORLT filed a notice with the Board that ORLT does not wish to continue as trail user on the Baxter Springs Branch, requesting vacation of the NITU with respect to that branch. ORLT did not request a change in the NITU with respect to the Waco Branch.

KCS does not oppose ORLT's request to vacate the NITU with respect to the Baxter Springs Branch. KCS does not wish to negotiate further trail use on the Baxter Springs Branch, and requests that the Board promptly vacate the NITU for the Baxter Springs Branch and issue an appropriate replacement NITU governing only the Waco Branch.

Sincerely,

David C. Reeves

cc: Peter Murrey, Attorney for
Ozark Regional Land Trust

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB 103 (Sub-No. 9X)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY—ABANDONMENT
EXEMPTION—IN JASPER COUNTY, MO. AND CHEROKEE COUNTY, KAN.

Decided: July 22, 2015

The Kansas City Southern Railway Company (KCS) filed a verified notice of exemption under 49 C.F.R. pt. 1152 subpart F—Exempt Abandonments to abandon two of its branch lines: (1) the Baxter Springs Branch, from milepost 139.01 L at the connection with the KCS main line to the end of the line at milepost 148.51 L near Crestline, Kan., in Jasper County, Mo., and Cherokee County, Kan., a distance of 9.50 miles; and (2) the Waco Branch, from milepost W 139.80 at the connection with KCS main line to the end of the line at milepost W 142.9 in Waco, in Jasper County, Mo., a distance of 2.69 miles. The Rails to Trails Conservancy (RTC) also sought issuance of a notice of interim trail use/rail banking (NITU), which was granted pursuant to the National Trails System Act, 16 U.S.C. § 1247(d), and 49 C.F.R. § 1152.29. Notice of the exemption and NITU was served and published in the Federal Register on December 22, 1994 (59 Fed. Reg. 66,048).¹

By joint petition filed on May 19, 1997, RTC and Ozark Regional Land Trust (ORLT) (collectively, petitioners) requested that ORLT be substituted as interim trail sponsor in place of RTC. On March 31, 1997, an agreement between petitioners were entered into whereby ORLT agreed to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against, the right-of-way, as required by 49 C.F.R. § 1152.29. KCS consented to ORLT's replacing RTC as the interim trail sponsor. A copy of the extant NITU and a statement of willingness to assume financial responsibility were submitted by petitioners.

By decision and notice of interim trail use or abandonment served on June 17, 1997, the proceeding was reopened, the NITU served on December 22, 1994, was vacated and a replacement NITU was issued which substituted ORLT as the new interim trail sponsor for both branches.

¹ On March 29, 1994, KCS and RTC entered into an interim trail use/rail banking agreement for the entire corridor, including bridges and ballast.

In a notice filed on June 22, 2015, ORLT states that it wishes to terminate interim trail use on the entire 9.50-mile Baxter Springs Branch. ORLT requests that the Board partially vacate the NITU served on June 17, 1997, with respect to that branch and issue a replacement to apply only to the Waco Branch. In a response filed on June 30, 2015, KCS states that it does not oppose ORLT's request, and also does not wish to negotiate further trail use for the Baxter Springs Branch. Therefore, KCS may fully abandon the 9.50-mile Baxter Springs Branch from milepost 139.01 L at the connection with the KCS main line to the end of the line at milepost 148.51 L near Crestline, Kan., in Jasper County, Mo., and Cherokee County, Kan., and must notify the Board of the date of consummation.²

ORLT has complied with the requirements of 49 C.F.R. § 1152.29(d)(2). Accordingly, ORLT's request will be granted and a replacement NITU will be issued.

This decision and notice will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. The NITU served in this proceeding on June 17, 1997, is vacated.
3. A replacement NITU applicable to ORLT for the Waco Branch line from milepost W 139.80 at the connection with KCS main line to the end of the line at milepost W 142.9 in Waco, in Jasper County, Mo., is issued.
4. Interim trail use/rail banking is subject to the future restoration of rail service and to the new sponsor's continuing to meet the financial obligations for the right-of-way.
5. If the trail sponsor intends to terminate trail use, it must send the Board a copy of this decision and notice and request that it be vacated on a specified date.
6. KCS may fully abandon the Baxter Springs Branch line from milepost 139.01 L at the connection with the KCS main line to the end of the line at milepost 148.51 L near Crestline, Kan., in Jasper County, Mo., and Cherokee County, Kan.

² KCS has 60 days after satisfaction, expiration, or removal of the legal or regulatory barrier to consummate the abandonment of the Baxter Springs Branch line. 49 C.F.R. § 1152.29(e)(2).

7. This decision and notice is effective on its date of service.

By the Board, Joseph H. Dettmar, Acting Director, Office of Proceedings.

1994 WL 708541 (I.C.C.)

SURFACE TRANSPORTATION BOARD (S.T.B.)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY—ABANDONMENT
EXEMPTION—IN JASPER COUNTY, MO AND CHEROKEE COUNTY, KS

Decided: December 15, 1994
Service Date: December 22, 1994

INTERSTATE COMMERCE COMMISSION

Docket No. AB-103 (Sub-No. 9X)

*1 By the Commission, David M. Konschnik, Director, Office of Proceedings.

The Kansas City Southern Railway Company (KCS) has filed a notice of exemption under 49 CFR 1152 Subpart F—Exempt Abandonments to abandon two rail branch lines as follows: (1) the Baxter Springs Branch from milepost 139.01 L at the connection with the KCS main line to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO and Cherokee County, KS; and (2) the Waco Branch from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO.

KCS has certified that: (1) no local traffic has moved over the line for at least 2 years; (2) overhead traffic has been rerouted; and (3) no formal complaint filed by a user of rail service on the line (or by a State or local government entity acting on behalf of such user) regarding cessation of service over the line either is pending with the Commission or with any U.S. District Court or has been decided in favor of the complainant within the 2-year period; and (4) the requirements at [49 CFR 1105.7](#) (environmental report), [49 CFR 1105.8](#) (historic report), [49 CFR 1105.12](#) (newspaper publication), and [49 CFR 1152.50\(d\)\(1\)](#) (notice to governmental agencies) have been met.

As a condition to use of this exemption, any employee affected by the abandonment shall be protected under [Oregon Short Line R. Co.—Abandonment—Goshen, 360 I.C.C. 91 \(1979\)](#). To address whether this condition adequately protects affected employees, a petition for partial revocation under [49 U.S.C. 10505\(d\)](#) must be filed.

Provided no formal expression of intent to file an offer of financial assistance has been received, this exemption will be effective on January 21, 1995 (unless stayed pending reconsideration). Petitions to stay that do not involve environmental issues,¹ formal expressions of intent to file offers of financial assistance under [49 CFR 1152.27\(c\)](#) (2),² and trail use/rail banking statements under [49 CFR 1152.29](#) must be filed by January 3, 1995.³ Petitions to reopen or requests for public use conditions under [49 CFR 1152.28](#) must be filed by January 11, 1995, with: Office of the Secretary, Case Control Branch, Interstate Commerce Commission, Washington, DC 20423.

A copy of any petition filed with the Commission should be sent to applicant's representative: Jay M. Nadlman, 114 West Eleventh Street, Kansas City, MO 64105.

If the notice of exemption contains false or misleading information, use of the exemption is void ab initio.

The Rails to Trails Conservancy (RTC) supports the abandonment and seeks issuance of a notice of interim trail use/rail banking (NITU) under [16 U.S.C. 1247\(d\)](#) covering the involved lines. RTC has submitted a statement of

willingness to assume financial responsibility for the trail in compliance with [49 CFR 1152.29](#). KCS consents to this request and is willing to negotiate with RTC.

***2** While expressions of interest in interim trail use need not be filed until 10 days after the date the notice of exemption is published in the Federal Register [[49 CFR 1152.29\(b\)\(2\)](#)], the provisions of [16 U.S.C. 1247\(d\)](#) (Trails Act) are applicable, and all of the criteria for imposing trail use/rail banking have been met. Accordingly, based on KCS' willingness to enter into negotiations with RTC, a NITU will be issued. The parties may negotiate an agreement during the 180-day period prescribed below. If a mutually acceptable final agreement is reached, further Commission approval is not necessary. If no agreement is reached within 180 days, KCS may fully abandon the lines. See [49 CFR 1152.29\(d\)\(1\)](#).

Issuance of this NITU does not preclude other parties from filing interim trail use/rail banking requests. Nor does it preclude KCS from negotiating with other parties in addition to RTC during the NITU negotiating period. If additional trail use requests are filed, KCS is directed to respond to them. Use of the rights-of-way for trail purposes is subject to restoration for railroad purposes.

The parties should note that operation of the trail use procedures could be delayed, or even foreclosed, by the financial assistance process under [49 U.S.C. 10905](#). As stated in [Rail Abandonments—Use of Rights-of-Way as Trails, 2 I.C.C.2d 591 \(1986\)](#) (Trails), offers of financial assistance (OFA) to acquire rail lines for continued rail service or to subsidize rail operations take priority over interim trail use conditions.⁴ Accordingly, if a formal expression of intent to file an OFA is timely filed under [49 CFR 1152.27\(c\)\(2\)](#), the effective date of this notice will be postponed 10 days beyond the effective date indicated here. In addition, the effective date may be further postponed at later stages in the OFA process. See [49 CFR 1152.27\(e\)\(2\)](#) and (f). Finally, if the line is sold under the OFA procedures, the notice for abandonment exemption will be dismissed and trail use precluded. Alternatively, if a sale under the OFA procedures does not occur, trail use may proceed.

KCS has filed an environmental report addressing the abandonment's effects, if any, on the environment and historic resources. The Section of Environmental Analysis (SEA) will issue an environmental assessment (EA) by December 27, 1994. Interested persons may obtain a copy of the EA by writing to SEA (Room 3219, Interstate Commerce Commission, Washington, DC 20423) or by calling Elaine Kaiser at (202) 927-6248. Comments on environmental and historic preservation matters must be filed within 15 days after the EA is available to the public.

Environmental, historic preservation, or other trail use/rail banking conditions will be imposed, where appropriate, in a subsequent decision.

It is ordered:

1. Subject to the conditions set forth above, KCS may discontinue service, cancel tariffs for the lines on not less than 10 days' notice to the Commission, and salvage track and material consistent with interim trail use/rail banking after the effective date of this notice of exemption and NITU. Tariff cancellations must refer to this notice by date and docket number.

***3** 2. If an interim trail use/rail banking agreement is reached, then with respect to the rights-of-way, it must require the trail user to assume, for the term of the agreement, full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify KCS from any potential liability), and for the payment of any and all taxes that may be levied or assessed against, the rights-of-way.

3. Interim trail use/rail banking is subject to the future restoration of rail service and to the user's continuing to meet the financial obligations for the rights-of-way.
4. If interim trail use is implemented and subsequently the user intends to terminate trail use, it must send the Commission a copy of this notice of exemption and NITU and request that it be vacated on a specified date.
5. If an agreement for interim trail use/rail banking is reached by the 180th day after service of this decision and notice, interim trail use may be implemented. If no agreement is reached by that time, KCS may fully abandon the lines.
6. Provided no formal expression of intent to file an offer of financial assistance has been received, this notice of exemption and NITU will be effective on January 21, 1995.

Vernon A. Williams

Secretary

Footnotes

- 1 The Commission will grant a stay if an informed decision on environmental issues (whether raised by a party or by the Commission in its independent investigation) cannot be made before the exemption's effective date. See [Exemption of Out-of-Service Rail Lines](#), 5 I.C.C.2d 377 (1989). Any request for a stay should be filed as soon as possible so that the Commission may take appropriate action before the exemption's effective date.
- 2 See Exempt. of Rail Abandonment—Offers of Finan. Assist., 4 I.C.C.2d 164 (1987).
- 3 The Commission will accept late-filed trail use requests so long as the abandonment has not been consummated and the abandoning railroad is willing to negotiate an agreement.
- 4 The statement in Trails that [section 10905](#) does not apply to abandonment or discontinuance exemptions has since been superseded by our adoption of rules allowing OFAs in these exemption proceedings. See [49 CFR 1152.27](#).

1994 WL 708541 (I.C.C.)

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1994 WL 708541 (I.C.C.)

SURFACE TRANSPORTATION BOARD (S.T.B.)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY—ABANDONMENT EXEMPTION—IN JASPER
COUNTY, MO AND CHEROKEE COUNTY, KS

Decided: December 15, 1994
Service Date: December 22, 1994

INTERSTATE COMMERCE COMMISSION

Docket No. **AB-103** (Sub-No. **9X**)

*1 By the Commission, David M. Konschnik, Director, Office of Proceedings.

The Kansas City Southern Railway Company (KCS) has filed a notice of exemption under 49 CFR 1152 Subpart F—Exempt Abandonments to abandon two rail branch lines as follows: (1) the Baxter Springs Branch from milepost 139.01 L at the connection with the KCS main line to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO and Cherokee County, KS; and (2) the Waco Branch from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO.

KCS has certified that: (1) no local traffic has moved over the line for at least 2 years; (2) overhead traffic has been rerouted; and (3) no formal complaint filed by a user of rail service on the line (or by a State or local government entity acting on behalf of such user) regarding cessation of service over the line either is pending with the Commission or with any U.S. District Court or has been decided in favor of the complainant within the 2-year period; and (4) the requirements at 49 CFR 1105.7 (environmental report), 49 CFR 1105.8 (historic report), 49 CFR 1105.12 (newspaper publication), and 49 CFR 1152.50(d)(1) (notice to governmental agencies) have been met.

As a condition to use of this exemption, any employee affected by the abandonment shall be protected under [Oregon Short Line R. Co.—Abandonment—Goshen, 360 I.C.C. 91 \(1979\)](#). To address whether this condition adequately protects affected employees, a petition for partial revocation under 49 U.S.C. 10505(d) must be filed.

Provided no formal expression of intent to file an offer of financial assistance has been received, this exemption will be effective on January 21, 1995 (unless stayed pending reconsideration). Petitions to stay that do not involve environmental issues,¹ formal expressions of intent to file offers of financial assistance under 49 CFR 1152.27(c)(2),² and trail use/rail banking statements under 49 CFR 1152.29 must be filed by January 3, 1995.³ Petitions to reopen or requests for public use conditions under 49 CFR 1152.28 must be filed by January 11, 1995, with: Office of the Secretary, Case Control Branch, Interstate Commerce Commission, Washington, DC 20423.

A copy of any petition filed with the Commission should be sent to applicant's representative: Jay M. Nadlman, 114 West Eleventh Street, Kansas City, MO 64105.

If the notice of exemption contains false or misleading information, use of the exemption is void ab initio.

The Rails to Trails Conservancy (RTC) supports the abandonment and seeks issuance of a notice of interim trail use/rail banking (NITU) under 16 U.S.C. 1247(d) covering the involved lines. RTC has submitted a statement of willingness to assume financial responsibility for the trail in compliance with 49 CFR 1152.29. KCS consents to this request and is willing to negotiate with RTC.

*2 While expressions of interest in interim trail use need not be filed until 10 days after the date the notice of exemption is published in the Federal Register [49 CFR 1152.29(b)(2)], the provisions of 16 U.S.C. 1247(d) (Trails Act) are applicable, and all of the criteria for imposing trail use/rail banking have been met. Accordingly, based on KCS' willingness to enter into

negotiations with RTC, a NITU will be issued. The parties may negotiate an agreement during the 180-day period prescribed below. If a mutually acceptable final agreement is reached, further Commission approval is not necessary. If no agreement is reached within 180 days, KCS may fully abandon the lines. See [49 CFR 1152.29\(d\)\(1\)](#).

Issuance of this NITU does not preclude other parties from filing interim trail use/rail banking requests. Nor does it preclude KCS from negotiating with other parties in addition to RTC during the NITU negotiating period. If additional trail use requests are filed, KCS is directed to respond to them. Use of the rights-of-way for trail purposes is subject to restoration for railroad purposes.

The parties should note that operation of the trail use procedures could be delayed, or even foreclosed, by the financial assistance process under [49 U.S.C. 10905](#). As stated in [Rail Abandonments—Use of Rights-of-Way as Trails](#), 2 I.C.C.2d 591 (1986) (Trails), offers of financial assistance (OFA) to acquire rail lines for continued rail service or to subsidize rail operations take priority over interim trail use conditions.⁴ Accordingly, if a formal expression of intent to file an OFA is timely filed under [49 CFR 1152.27\(e\)\(2\)](#), the effective date of this notice will be postponed 10 days beyond the effective date indicated here. In addition, the effective date may be further postponed at later stages in the OFA process. See [49 CFR 1152.27\(e\)\(2\)](#) and (f). Finally, if the line is sold under the OFA procedures, the notice for abandonment exemption will be dismissed and trail use precluded. Alternatively, if a sale under the OFA procedures does not occur, trail use may proceed.

KCS has filed an environmental report addressing the abandonment's effects, if any, on the environment and historic resources. The Section of Environmental Analysis (SEA) will issue an environmental assessment (EA) by December 27, 1994. Interested persons may obtain a copy of the EA by writing to SEA (Room 3219, Interstate Commerce Commission, Washington, DC 20423) or by calling Elaine Kaiser at (202) 927-6248. Comments on environmental and historic preservation matters must be filed within 15 days after the EA is available to the public.

Environmental, historic preservation, or other trail use/rail banking conditions will be imposed, where appropriate, in a subsequent decision.

It is ordered:

1. Subject to the conditions set forth above, KCS may discontinue service, cancel tariffs for the lines on not less than 10 days' notice to the Commission, and salvage track and material consistent with interim trail use/rail banking after the effective date of this notice of exemption and NITU. Tariff cancellations must refer to this notice by date and docket number.

***3** 2. If an interim trail use/rail banking agreement is reached, then with respect to the rights-of-way, it must require the trail user to assume, for the term of the agreement, full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify KCS from any potential liability), and for the payment of any and all taxes that may be levied or assessed against, the rights-of-way.

3. Interim trail use/rail banking is subject to the future restoration of rail service and to the user's continuing to meet the financial obligations for the rights-of-way.

4. If interim trail use is implemented and subsequently the user intends to terminate trail use, it must send the Commission a copy of this notice of exemption and NITU and request that it be vacated on a specified date.

5. If an agreement for interim trail use/rail banking is reached by the 180th day after service of this decision and notice, interim trail use may be implemented. If no agreement is reached by that time, KCS may fully abandon the lines.

6. Provided no formal expression of intent to file an offer of financial assistance has been received, this notice of exemption and NITU will be effective on January 21, 1995.

Vernon A. Williams

Secretary

Footnotes

- ¹ The Commission will grant a stay if an informed decision on environmental issues (whether raised by a party or by the Commission in its independent investigation) cannot be made before the exemption's effective date. See [Exemption of Out-of-Service Rail Lines, 5 I.C.C.2d 377 \(1989\)](#). Any request for a stay should be filed as soon as possible so that the Commission may take appropriate action before the exemption's effective date.
- ² See Exempt. of Rail Abandonment—Offers of Finan. Assist., [4 I.C.C.2d 164 \(1987\)](#).
- ³ The Commission will accept late-filed trail use requests so long as the abandonment has not been consummated and the abandoning railroad is willing to negotiate an agreement.
- ⁴ The statement in Trails that [section 10905](#) does not apply to abandonment or discontinuance exemptions has since been superseded by our adoption of rules allowing OFAs in these exemption proceedings. See [49 CFR 1152.27](#).

1994 WL 708541 (I.C.C.)

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Kansas City Southern Railway Company
Attn: David Reeves, Esq.
P.O. Box 219335
Kansas City, MO 64141-9335

RECEIVED

APR 24 2015

Legal Department
Kansas City Southern

Re: Termination of ORLT Interim Trail Use; STB Docket No. AB-103 (Sub-No. 9X)

April 20, 2015

Dear Mr. Reeves:

This letter is in regard to Surface Transportation Board (STB) Docket No. AB-103 (Sub-No. 9X). In 1994, the STB issued a notice of interim trail use/railbanking (NITU) to Rails-to-Trails Conservancy (RTC) for two Kansas City Southern Railway Company (KCS) rail lines. In 1997, RTC assigned its interest in these rail lines to Ozark Regional Land Trust (ORLT) and the STB substituted ORLT as interim trail manager. ORLT currently manages the rail lines covered by this NITU, more specifically:

- (1) The Baxter Springs Branch from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS; and
- (2) The Waco Branch from milepost W1 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO.

As mentioned in our December 2013 letter, ORLT is unable at this time to continue to shoulder the financial and administrative burdens of acting as interim trail manager on these rail lines. ORLT has successfully identified a substitute interim trail manager for the Waco Branch line, but has not found an organization willing to take responsibility for the Baxter Springs Branch line.

ORLT plans to petition the STB to substitute Joplin Trails Coalition (JTC), a Missouri nonprofit corporation dedicated to creating and maintaining walking and biking trails in and around the Joplin/Carthage, Missouri area, as interim trail manager for the Waco Branch rail line. ORLT will also seek to partially vacate the NITU and terminate trail use as it applies to the Baxter Springs Branch rail line. Pursuant to Paragraph 17 of the KCS-RTC railbanking agreement, our letter dated December 2, 2013 served as 60-day written notice to KCS of ORLT's decision to terminate interim trail use for both rail lines and request that the NITU be vacated. ORLT's current plans are not substantially different than when we gave such notice. Once the



STB vacates the NITU as it applies to the Baxter Springs Branch line, ORLT will transfer that rail line back to KCS. ORLT will transfer the Waco Branch rail line to JTC upon JTC's substitution as interim trail manager by the STB.

If KCS identifies another organization willing to act as interim trail manager for the Baxter Springs Branch rail line, please let us know. Otherwise, feel free to contact us with any questions in the meantime.

Regards,

Peter Murrey
Graduate Fellow
Conservation Law Center
116 S. Indiana Ave.
Bloomington, IN 47408
(812) 855-3688
jpmurrey@indiana.edu
Counsel for Ozark Regional Land Trust

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Counsel for Ozark Regional Land Trust

CC: Ted Heisel, Ozark Regional Land Trust

1997 WL 327496 (S.T.B.)

SURFACE TRANSPORTATION BOARD (S.T.B.)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY—ABANDONMENT EXEMPTION—IN JASPER
COUNTY, MO AND CHEROKEE COUNTY, KS

Decided: June 12, 1997

Service Date: June 17, 1997

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. **AB-103** (Sub-No. **9X**)

*1 By the Board, David M. Konschnik, Director, Office of Proceedings.

The Kansas City Southern Railway Company (KCS) filed a notice of exemption under 49 CFR 1152 Subpart F—Exempt Abandonments to abandon two of its branch lines: (1) the Baxter Springs Branch from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS; and (2) the Waco Branch from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO. The Rails to Trails Conservancy (RTC) also sought issuance of a notice of interim trail use/rail banking (NITU) pursuant to 16 U.S.C. 1247(d). A notice of exemption and NITU was served and published in the *Federal Register* [59 FR 66048-49] on December 22, 1994.¹

On June 8, 1995, counsel for RTC and Ozark Regional Land Trust (ORLT) filed a statement of willingness to assume financial responsibility on behalf of ORLT because RTC was negotiating the assignment of its rights under the rail banking agreement to ORLT.

In a joint motion filed May 19, 1997, RTC and Ozark Regional Land Trust (ORLT) request substitution of ORLT as interim trail manager/rail banker in this proceeding. RTC states that, on March 31, 1997, it entered into an agreement with ORLT, whereby the former agreed to deed the corridor to the latter, with ORLT agreeing to assume full responsibility for management of, and liability and payment of taxes for, the right-of-way, as required under 49 CFR 1152.29. RTC states that it wishes to terminate its trail use of the corridor and ORLT wishes to substitute as the interim trail manager. By letter dated June 9, 1997, KCS consents to ORLT's replacing RTC as the interim trail manager/rail banker.

Petitioners have submitted a copy of the extant NITU and a statement of willingness to assume financial responsibility by the new trail user. The parties have also indicated that responsibility for the right-of-way is to transfer to ORLT as of the date the new NITU is issued. Petitioners' submission meets the requirements of 49 CFR 1152.29(f), and the requested relief will be granted.

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. The NITU served December 22, 1994, is vacated.
3. A replacement NITU applicable to Ozark Regional Land Trust as interim trail user is issued, effective on the service date of this decision.

*2 4. The new trail user is required to assume, for the term of the agreement, full responsibility for management of, for any

legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against, the right-of-way.

5. Interim trail use/rail banking is subject to the future restoration of rail service and to the new user continuing to meet the financial obligations for the right-of-way.

6. If the new trail user intends to terminate trail use, it must send the Board a copy of this decision and notice and request that it be vacated on a specified date.

7. This decision is effective on its service date.

Vernon A. Williams

Secretary

Footnotes

- ¹ KCS and RTC entered into an interim trail use/rail banking agreement for the entire corridor, including bridges and ballast, on March 29, 1994.

1997 WL 327496 (S.T.B.)

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BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.

STB Docket No. AB-103 (Sub-No. 9X)

The Kansas City Southern Railway Company--Abandonment Exemption--

In Jasper County, MO and Cherokee County, KS

NOTICE OF INTENT TO PARTIALLY
TERMINATE TRAIL USE

Ozark Regional Land Trust
P.O. Box 440007
St. Louis, MO 63144

Peter Murrey
William Weeks
Conservation Law Center
116 S. Indiana Avenue
Bloomington, IN 47408

Attorneys for Ozark Regional
Land Trust

Dated: June 16, 2015

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.

STB Docket No. AB-103 (Sub-No. 9X)

*The Kansas City Southern Railway Company--Abandonment Exemption--
In Jasper County, MO and Cherokee County, KS*

NOTICE OF INTENT TO PARTIALLY
TERMINATE TRAIL USE

Pursuant to 49 C.F.R. § 1152.29(d)(2), Ozark Regional Land Trust ("ORLT") respectfully requests that the Surface Transportation Board ("STB") partially vacate the notice of interim trail use/railbanking ("NITU") issued in *The Kansas City Southern Railway Company--Abandonment Exemption--In Jasper County, MO and Cherokee County, KS*, Docket No. AB-103(Sub-No. 9X) (Decided June 12, 1997). In support of this motion, ORLT states:

1. In 1994, the Kansas City Southern Railway Company ("KCS") filed a notice of exemption to abandon two of its branch lines, more specifically:
 - a. The Baxter Springs Branch from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS; and

- b. The Waco Branch from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO.
2. The Rails-to-Trails Conservancy (“RTC”) sought a NITU pursuant to the National Trails Act, 16 U.S.C. § 1247(d), for both the Baxter Springs Branch and Waco Branch lines. The NITU was granted and published in the Federal Register, 59 Fed. Reg. 66048, on December 22, 1994.
3. In 1997, ORLT and RTC jointly petitioned the STB to substitute ORLT as interim trail manager for both the Baxter Springs Branch and Waco Branch lines. The STB vacated the 1994 NITU and issued ORLT a NITU for both lines, served June 17, 1997. A copy of the extant NITU is attached.
4. ORLT wishes to terminate interim trail use on the entire Baxter Springs Branch rail line. ORLT respectfully requests that the Board vacate the NITU as it applies to the Baxter Springs Branch line on July 15, 2015.
5. Copies of the decision and revised NITU should be sent, as follows:
 - a. The abandonment exemption applicant:
 - i. Kansas City Southern Railway Company
Attn: David Reeves, Esq.
P.O. Box 219335
Kansas City, MO 64121-9335.
 - b. The owner of the right-of-way and trail sponsor:
 - i. Peggy Horner
Ozark Regional Land Trust
P.O. Box 440007
St. Louis, MO 63144

Respectfully submitted,

Ozark Regional Land Trust

By its attorneys,



Peter Murrey
Graduate Fellow Attorney
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116 S. Indiana Avenue
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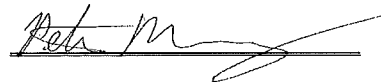


W. William Weeks
Director
Conservation Law Center
116 S. Indiana Avenue
Bloomington, IN 47408

CERTIFICATE OF SERVICE

I certify that I this day have served copies of the foregoing pleading upon each of the parties by mailing them copies thereof, with first-class postage prepaid.

Dated at Bloomington, IN this 16th day of June, 2015.



Peter Murrey

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SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB-103 (Sub-No. 9X)

THE KANSAS CITY SOUTHERN RAILWAY COMPANY--ABANDONMENT EXEMPTION-
-IN JASPER COUNTY, MO AND CHEROKEE COUNTY, KS

Decided: June 12, 1997

The Kansas City Southern Railway Company (KCS) filed a notice of exemption under 49 CFR 1152 Subpart F--Exempt Abandonments to abandon two of its branch lines: (1) the Baxter Springs Branch from milepost 139.01 L at the connection with the KCS mainline to the end of the line at milepost 148.51 L near Crestline, KS, a distance of 9.50 miles, in Jasper County, MO, and Cherokee County, KS; and (2) the Waco Branch from milepost W 139.80 at the connection with the KCS main line to the end of the line at milepost W 142.9, in Waco, MO, a distance of 2.69 miles, in Jasper County, MO. The Rails to Trails Conservancy (RTC) also sought issuance of a notice of interim trail use/rail banking (NITU) pursuant to 16 U.S.C. 1247(d). A notice of exemption and NITU was served and published in the *Federal Register* [59 FR 66048-49] on December 22, 1994.¹

On June 8, 1995, counsel for RTC and Ozark Regional Land Trust (ORLT) filed a statement of willingness to assume financial responsibility on behalf of ORLT because RTC was negotiating the assignment of its rights under the rail banking agreement to ORLT.

In a joint motion filed May 19, 1997, RTC and Ozark Regional Land Trust (ORLT) request substitution of ORLT as interim trail manager/rail banker in this proceeding. RTC states that, on March 31, 1997, it entered into an agreement with ORLT, whereby the former agreed to deed the corridor to the latter, with ORLT agreeing to assume full responsibility for management of, and liability and payment of taxes for, the right-of-way, as required under 49 CFR 1152.29. RTC states that it wishes to terminate its trail use of the corridor and ORLT wishes to substitute as the interim trail manager. By letter dated June 9, 1997, KCS consents to ORLT's replacing RTC as the interim trail manager/rail banker.

Petitioners have submitted a copy of the extant NITU and a statement of willingness to assume financial responsibility by the new trail user. The parties have also indicated that responsibility for the right-of-way is to transfer to ORLT as of the date the new NITU is issued. Petitioners' submission meets the requirements of 49 CFR 1152.29(f), and the requested relief will be granted.

This action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. The NITU served December 22, 1994, is vacated.
3. A replacement NITU applicable to Ozark Regional Land Trust as interim trail user is issued, effective on the service date of this decision.

¹ KCS and RTC entered into an interim trail use/rail banking agreement for the entire corridor, including bridges and ballast, on March 29, 1994.

4. The new trail user is required to assume, for the term of the agreement, full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against, the right-of-way.

5. Interim trail use/rail banking is subject to the future restoration of rail service and to the new user continuing to meet the financial obligations for the right-of-way.

6. If the new trail user intends to terminate trail use, it must send the Board a copy of this decision and notice and request that it be vacated on a specified date.

7. This decision is effective on its service date.

By the Board, David M. Konschnik, Director, Office of Proceedings.

Vernon A. Williams
Secretary